



December 5, 2006

**Los Angeles County
Board of Supervisors**

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A CASE MANAGEMENT SERVICES AGREEMENT AND
A HOUSING LOCATOR SERVICES AGREEMENT TO PROVIDE
SUPPORTIVE SERVICES FOR THE ACCESS TO HOUSING
FOR HEALTH PILOT PROJECT
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and delegate authority to the Director of Health Services (Director), or his designee, upon review and approval by County Counsel and the Chief Administrative Office (CAO), to:

1. Offer and sign a sole source Agreement, substantially similar to Exhibit I, for Case Management Services with Homeless Health Care Los Angeles (HHCLA), to provide homeless Department of Health Services' patients with innovative solutions to address barriers and facilitate placement and retention in permanent affordable housing in residential neighborhoods, effective upon the date of Board approval through December 31, 2008, in the amount of \$1,005,000.
2. Offer and sign a Housing Locator Services Agreement, substantially similar to Exhibit II, with Del Richardson and Associates (DRA), to provide management and administrative services to place homeless Department of Health Services' patients in affordable permanent rental housing in residential neighborhoods, effective upon the date of Board approval through December 31, 2008, in the amount of \$280,000.
3. Offer and sign future amendments to the Case Management Services Agreement with HHCLA and Housing Locator Services Agreement with DRA to allow for an increase to the maximum obligation of each contract of no more than fifteen percent (15%) of the original contract amounts, cumulatively for the term of the respective contracts, contingent on available funding, as may be necessary to provide for additional services and to maintain compliance with possible changes in federal, State, or County requirements. The approval of the CAO and County Counsel will be obtained prior to executing such amendments, and the Director will notify the Board and the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

On April 4, 2006, the Board approved the Homeless Prevention Initiative (HPI) which included \$80 million in one-time only County General Funds to establish the Homeless and Housing Program Fund (HHPF). On June 26, 2006, the Board approved funding five specific programs with a portion of the HHPF. One of these programs included the Department of Health Services' (DHS or Department) Access to Housing for Health Pilot Project (AHH), a collaboration between DHS and the Community Development Commission (CDC) in the amount of \$1.5 million. This pilot project will provide temporary motel vouchers, first and last month's rent, housing locator services, and case management services for homeless patients discharged from County hospitals who are eligible to receive vouchers for 100 available Section 8 housing (provided by both the City and County of Los Angeles), or 15 public housing units.

The recommended Agreements will facilitate the discharge of individuals from DHS facilities who no longer require acute inpatient care to a more appropriate setting. This will support DHS' efforts to improve patient flow and access to services, as well as reduce the number of unreimbursed days for inappropriate hospital stays.

FISCAL IMPACT/FINANCING:

The total funding for the Case Management Services with HHCLA, effective upon the date of Board approval through December 31, 2008, is \$1,005,000. Funding is included in the Health Services Administration Fiscal Year (FY) 2006-07 Final Budget and will be requested in Fiscal Year 2007-08.

The total funding for the Housing Locator Services with DRA, effective upon the date of Board approval through December 31, 2008, is \$280,000. Funding is included in the Health Services Administration FY 2006-07 Final Budget and will be requested in Fiscal Year 2007-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Effectively providing DHS homeless patients with housing opportunities, intensive case management, linkage to supportive services, housing location services, and access to temporary housing is critical. Because DHS is not a direct provider of housing services or community case management, AHH was presented as a Pilot Project to be funded by a portion of the HHPF. The Department is recommending entering into Case Management Services and Housing Locator Services Agreements with HHCLA and DRA, respectively, to meet the AHH goals and objectives.

Homeless Health Care Los Angeles

HHCLA is being recommended as a sole source contractor because: 1) the majority of DHS patients to be referred to AHH will have a history of substance use, or are currently using, and there are no other community-based providers who specifically target homeless persons who have a co-occurring disorder or are substance users. HHCLA's expertise is pivotal to the Pilot Project's success; 2) in partnership with DHS, HHCLA received a grant commencing July 2006 from the Kaiser Community Benefits Foundation to provide both DHS and Kaiser Permanente hospitals with training for discharge planners on community resources, psychosocial needs and special considerations in working with persons who are homeless. This training will provide an opportunity to disseminate information on AHH to discharge planners who will be our main referral sources; and 3) DHS has already entered into a Memorandum of Understanding

with the CDC and the housing vouchers are currently available to DHS. Securing these supportive services as soon as possible is paramount to providing these vital resources to our patients. The time frame required for a competitive bidding process would delay critical services to our patients.

Del Richardson and Associates

On March 6, 2006, the Department of Public Social Services (DPSS) issued a Request for Proposals (RFP) for Housing Locator Services for Homeless CalWORKs Families and Housing Locator Consultant Services for General Relief Single Adults. On April 10, 2006, DPSS received two timely proposals for Housing Locator Services for Homeless CalWORKs Families. A proposal was received from the Weingart Center Association (WCA) (for Service Planning Area [SPA] 4) and from DRA (for all SPAs). As a result of the RFP process, both WCA and DRA were selected for contract services.

On July 25, 2006, the Board approved entering into an Agreement with WCA and DRA for Housing Locator Services for Homeless CalWORKs Families. The Agreements provided language that allowed for "Use of This Contract by Other County Departments and Agencies". DHS is recommending entering into a Housing Locator Services Agreement with DRA, since: 1) a recent County RFP for Housing Locator Services obtained minimal response; 2) DRA is currently performing the required services; 3) DRA is able to service all SPAs; and 4) the current DPSS Housing Locator Services for Homeless CalWORKs Families Agreement contains language that provides for use of that contract by other County departments and agencies.

The Agreements will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Agreements may be terminated by County with 30 days written notice to Contractor.

Attachment A provides additional information.

County Counsel has approved the Agreements (Exhibits I and II) as to use and form.

CONTRACTING PROCESS:

The Department is recommending HHCLA on a sole source basis because it is extremely qualified for this project. HHCLA's unique qualifications, expertise, and knowledge of the project make this firm the best option for the project. A copy of the sole source letter is on file with the Department. Information concerning sole source agreements is not advertised as a contract business opportunity on the Los Angeles County Online Web Site.

As a result of an RFP for "Housing Locator Services for Homeless CalWORKs Families" released by DPSS in April 2006, DRA was awarded a contract. DRA possesses the qualifications needed to provide Housing Locator Services for Homeless DHS patients and is able to service all SPAs.

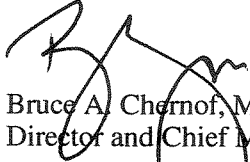
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The approval of the recommended actions will enable the Department to place homeless DHS patients into permanent housing and provide them with necessary supportive services. Approval should also result in cost reductions related to emergency room, inpatient visits, and associated lengths of stay.

The Honorable Board of Supervisors
December 5, 2006
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce A. Chernof", is written over the printed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:lvb
Bltr_homeless.lvb.wpd

Attachment (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS1. TYPE OF SERVICES:

Case management and housing locator services to provide permanent housing linked to appropriate services for homeless individuals who are either frequent users of the Department of Health Services system or whose discharge is delayed due to their homeless status and medical fragility.

2. AGENCY NAMES AND CONTACT PERSONS:

Homeless Health Care Los Angeles (HHCLA)
2330 Beverly Boulevard
Los Angeles, California 90057
Attention: Mark Casanova, Executive Director
Telephone: (213) 381-0509
Fax: (213) 748-2432

Del Richardson and Associates, Inc. (DRA)
510 South La Brea Avenue
Inglewood, California 90301
Attention: Del Richardson, Executive Director
Telephone: (310) 645-3729, Ext. 225
Fax: (310) 645-3355

3. TERM:

Both the Case Management Services Agreement with HHCLA and the Housing Locator Services Agreement with DRA, are effective upon Board approval through December 31, 2008.

4. FINANCIAL INFORMATION:

The total funding for the Case Management Services with HHCLA, effective upon Board approval through December 31, 2008, is \$1,005,000. Funding is included in the Health Services Administration Fiscal Year (FY) 2006-07 Final Budget and will be requested in Fiscal Year 2007-08.

The total funding for the Housing Locator Services with DRA, effective upon Board approval through December 31, 2008, is \$280,000. Funding is included in the Health Services Administration FY 2006-07 Final Budget and will be requested in Fiscal Year 2007-08.

5. GEOGRAPHIC AREAS SERVED:

Countywide.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

DHS Homeless Services Unit

7. APPROVALS:

Homeless Services Coordinator:	Elizabeth Boyce, LCSW
DHS Planning and Program Oversight:	Cheri Todoroff, MPH, Deputy Director
Contracts & Grants:	Cara O'Neill, Chief
County Counsel (as to form):	Maya Lee, Senior Associate County Counsel

DEPARTMENT OF HEALTH SERVICES



CASE MANAGEMENT SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HOMELESS HEALTH CARE LOS ANGELES

Prepared By
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012

November 2006

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

Homeless Health Care Los Angeles
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

DEPARTMENT OF HEALTH SERVICES



HOUSING LOCATOR SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DEL RICHARDSON & ASSOCIATES, INC.

Prepared By
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012

November 2006

ATTACHMENT A:
STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK
HOUSING LOCATOR SERVICES FOR
ACCESS TO HOUSING FOR HEALTH (AHH) PILOT PROJECT

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STATEMENT OF WORK
HOUSING LOCATOR SERVICES FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

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STATEMENT OF WORK

HOUSING LOCATOR SERVICES FOR ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

1.0 OVERVIEW

The Department of Health Services (DHS) is initiating the Access to Housing for Health (AHH) Pilot Project, a partnership with the Community Development Commission of the County of Los Angeles (CDC) and the City of Los Angeles to provide permanent housing through the Section 8 Housing Choice Voucher Program. These vouchers can be used in private market rate apartments as well as publicly supported rental units. The voucher holder will be required to pay up to forty percent (40%) of their monthly adjusted income towards rent. The CDC is also making fifteen (15) units of public housing available. The public housing units are publicly subsidized and will not require a Section 8 voucher to receive the lower rent cost. Both the Section 8 Housing Choice Voucher and Public Housing programs are permanent housing opportunities predicated on the tenants' income level.

The AHH Pilot Project will provide affordable, permanent housing linked to appropriate services to homeless DHS patients, who either have a chronic illness or physical disability and who have had two (2) or more emergency room and/or inpatient visits in the past year. DHS requires a Contractor with professional staff that can provide all management/administrative services to place homeless DHS clients with various special needs and complex psychosocial issues in affordable permanent rental housing in residential neighborhoods. Los Angeles County has seen escalating homelessness due to various reasons: lack of affordable housing; poverty; loss of employment; low-paying jobs and labor market changes; changes in public assistance; mental and/or physical disabilities; substance abuse; domestic violence; changes in family structure; release from prison or other life situation.

Housing Locator (HL) Services under this Contract will operate under the guidance and direction of DHS. DHS is a County of Los Angeles program that is subject to State and County rules and regulations, and federal guidelines and standards.

Housing Locator (HL) Services provided under this Contract will receive referrals and will coordinate services with the AHH Case Management (CM) provider, a separate contractor with the County.

The CM contractor will provide intensive case management to the participant of the AHH program. The level of service will depend on the need(s) of the participant.

Contractor shall provide innovative solutions to address the homeless DHS clients' barriers and facilitate their placement and retention in permanent affordable housing in residential neighborhoods. In working with homeless DHS participants, Contractor shall provide the services outlined in this Statement of Work (SOW) which details the services the Contractor is expected to provide during the term of the Contract.

1.1 CASELOAD CHARACTERISTICS

County shall refer homeless DHS clients' cases to Contractor based on the participants' eligibility. This caseload is composed of homeless DHS clients of various cultures who speak different languages, are employed/unemployed, and may have varying work history/skills, and/or have other specialized needs (e.g., domestic violence, substance abuse and mental health barriers). For AHH, English and Spanish language capacity is required.

The projected flow of homeless DHS client referrals within the AHH Pilot Project can be found in Technical Exhibit 8. The AHH Flowchart for referral of homeless DHS clients provides information on the referral and service processes for homeless DHS clients referred for both Housing Locator and Case Management Services.

In assisting this population of homeless participants to reach successful permanent placement in affordable permanent rental housing, Contractor is to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of stable, affordable housing
- Bad credit, no credit
- Eviction histories
- Low income
- Domestic violence, mental health, and/or substance abuse
- History of Incarceration
- Criminal background/history

1.2 CASELOAD PROJECTIONS

It is anticipated that a maximum of one hundred-fifty (150) total AHH participants will be referred for Housing Locator Services. Although only one hundred (100) Section 8 vouchers will be available, it is projected that there will be participant attrition and that up to a third may not complete the project within the first year of housing placement.

Contractor will immediately inform the County if they determine that the referred individual or family is not abiding by the established AHH guidelines (which will be provided to Contractor prior to final execution of Agreement) and thus can no longer continue as an AHH participant or be served by Contractor. Contractor will also provide detailed information that determined participant was not abiding by the established AHH guidelines. DHS Homeless Program staff will review and make the final approval of such determination.

Upon notification of client ineligibility by AHH staff, the Housing Authority will cancel the Section 8 voucher. If DHS Homeless Program staff concurs with the Contractor's determination that the individual or family cannot be served by Contractor, DHS Homeless Program staff shall refer a replacement individual or family. If DHS Homeless Program staff determines that the Contractor's decision of not accepting an individual or family is not reasonable, Contractor shall accept and work with the subject individual or family in the program.

Any disputes on the decision of accepting an individual or family to the program shall be submitted to the Director of DHS or his/her designee for resolution. The decision of the Director or his/her designee is final.

1.3 SCOPE OF WORK

Contractor shall meet the expectations as detailed in general in this Attachment A, Statement of Work. Contractor shall meet the specific needs of Service Planning Areas 1 through 8 (see Technical Exhibit 3).

Contractor shall provide an environment that is businesslike, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming and assisting the homeless DHS clients in finding permanent rental housing activities.

Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of AHH services must be available and offered to homeless DHS clients in English and Spanish, with prior approval by the County.

Contractor shall provide the above mentioned services and has the following housing locator responsibilities:

- 1.3.1 Assist homeless DHS clients locate affordable permanent rental housing in residential neighborhoods they choose to live in; negotiate the rental agreement with the landlord; transport homeless DHS clients to the rental location; move the homeless DHS clients into affordable rental housing within sixty (60) calendar days from the referral date.
- 1.3.2 Conduct an initial intake and screening of the homeless DHS clients to access the housing needs of the clients within three (3) working days from date of CM referral.
- 1.3.3 Place homeless DHS clients (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's Housing Quality Standards and complete the Housing Locator Housing Inspection/Screening Form, Technical Exhibit 5.
- 1.3.4 Assist homeless DHS clients with special housing needs that comply with the Americans with Disability Act requirements.
- 1.3.5 Maintain a database of owners/landlords, real estate property management companies, and/or other housing agencies willing to provide affordable, permanent rental housing to homeless DHS clients.
- 1.3.6 Provide the landlords a brochure or informational fact sheet on the Housing Locator Service Program, which Contractor will develop, as approved by County. The brochure/informational fact sheet will include specific information about the AHH project and the social service support that the program provides to homeless DHS clients/tenants and the support that the program provides for the landlord (e.g., how the program screens participants for tenant-readiness, etc.).
- 1.3.7 For Section 8 vouchers obtained from the Housing Authority of the City of Los Angeles, negotiate with landlords to accept homeless DHS clients as tenants on a month-to-month, six-month, or yearly lease/rental agreement. For Section 8 vouchers obtained from the Housing Authority of the County of Los Angeles, negotiate with landlords to accept homeless DHS clients as tenants initially on a yearly lease/rental agreement.

- 1.3.8 Whenever possible, negotiate below-market rate rents for homeless DHS clients.
- 1.3.9 Avert possible evictions by maintaining professional relationships with property owners and managers and promptly addressing their concerns.
- 1.3.10 Assist homeless DHS clients to overcome bad credit, no credit, and/or eviction histories.
- 1.3.11 Provide information and training to homeless DHS clients on tenant rights and responsibilities including:
 - a) How to communicate with landlord or property managers;
 - b) When and how to report maintenance problems or disclosure of financial problems;
 - c) Importance of paying rent and when and how it is permissible to withhold rent;
 - d) How to keep financial and property maintenance records;
 - e) Who is responsible for apartment/house maintenance;
 - f) Resources for tenant rights and fair housing;
 - g) Getting along with neighbors; and
 - h) Crisis Resources (i.e., local programs, 2-1-1 or www.healthycity.org).
- 1.3.12 Advocate for the individuals or families when tenants' rights have been violated.
- 1.3.13 Train the individuals or families to advocate for themselves.
- 1.3.14 Notify CM when an individual or family indicates an interest in working or obtaining employment services.
- 1.3.15 Notify CM when an individual or family discloses a need for mental health, health, substance abuse or domestic violence services.
- 1.3.16 Prepare and submit monthly reports for individuals or families referred for services and/or placed in permanent housing.

1.4 CONTRACTOR DUTIES

In addition to the above mentioned responsibilities, Contractor will also need to provide the following:

- 1.4.1 Meet the individual or family at CM site, or at Housing Locator's designated home office.
- 1.4.2 Obtain a signed DHS Homeless Consent and Release Agreement form (Attachment H) from the participant if one was not already faxed, allowing Contractor to discuss homeless DHS clients' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent.
- 1.4.3 Transport and accompany homeless DHS clients to potential rental housing when clients are unable to do so for themselves.
- 1.4.4 Inform the homeless DHS clients, upon locating permanent housing, if they will be living in a building subject to rent stabilization or rent control.
- 1.4.5 Complete an unofficial housing inspection using the Housing Inspection/Screening Form, Technical Exhibit 5, prior to homeless DHS client finalizing a rent/lease contract. In order to approve housing placement, all responses on the Basic Health and Healthy Safety requirements section should be checked as "yes", except for the last item, which should be "no". Should the rental unit fail in any of the basic health and safety requirements as listed in the housing inspection/screening form, individuals and families should not be placed in the unit until all of the basic health and safety requirements have been corrected.

If any of the items in the Housing Inspection/Screening Form, under the Basic Health and Safety Requirements section are checked "no", Contractor shall work with landlord to ensure the health and safety issues checked "no" are addressed prior to individual or family moving in.
- 1.4.6 Assist homeless DHS clients to complete credit report, rental agreements and/or applications for affordable permanent housing.
- 1.4.7 Provide information to the landlords describing the Housing Locator Services provided by DHS.

- 1.4.8 Maintain ongoing communication with DHS and CM Contractor for review of homeless DHS clients' housing plan progress.
- 1.4.9 Meet on a weekly basis with AHH CM contractor staff to discuss progress/barriers/resolutions for homeless DHS clients in obtaining permanent rental housing.
- 1.4.10 Meet on a monthly basis with AHH DHS staff and CM contractor staff to evaluate the program progress and make changes and recommendations to procedures, as necessary.
- 1.4.11 Assist homeless DHS clients to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6).
- 1.4.12 Ensure that all Contractor created forms be reviewed and approved by DHS prior to providing to participant and/or landlord.
- 1.4.13 When available, utilize County housing database as a search mechanism to locate permanent, affordable housing for AHH participants.

1.5 CONTRACTOR MANAGEMENT SERVICES

In addition to the required responsibilities and duties delineated above, the Contractor is required to perform the following management responsibilities for the duration of the Contract period:

- 1.5.1 Planning, coordinating, implementing and monitoring of these service deliverables.
- 1.5.2 Ensuring there are sufficient professional, experienced, and competent bilingual staff to administer the Housing Locator Services for homeless DHS clients in Spanish.
- 1.5.3 Ensuring key management oversees the delivery of services and when there is a vacancy, ensures that a replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of direct services are present and when there is a vacancy, replacements are made within thirty (30) days.
- 1.5.4 Ensuring staffing plan is in place to guarantee uninterrupted delivery of services during a staff reduction situation.

- 1.5.5 Ensuring that all required posters and materials are posted in Contractor's sites as directed by DHS, and are accessible to all homeless individuals, families and AHH staff.
- 1.5.6 Ensuring that Contractor meets with DHS on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either DHS or Contractor may request such a meeting.

1.6 ADDITIONAL CONTRACTOR RESPONSIBILITIES

Contractor shall:

- Provide supervisory, administrative and direct services to Contractor personnel to accomplish the services required under this Contract.
- Ensure the Contractor personnel performing services herein are considered employees of the Contractor at all times.
- At the sole discretion of DHS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of DHS. DHS will confirm any oral requests in writing.
- Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing Housing Locator services or when conducting interviews with an individual or family or providing other related services.
- Ensure Contractor staff providing direct services are:
 - a) Required to maintain oneself in a neat, businesslike appearance and behave in a professional manner;
 - b) Able to handle sensitive materials and perform confidential duties;
 - c) Able to multi-task;
 - d) Able to work both independently or within a team;

- e) Able to communicate effectively using good judgment and diplomacy; and
- f) Able to fluently read, write, speak, and understand English.

1.7 PERFORMANCE OUTCOME MEASURES

The Contract includes two (2) Performance Outcome Measures that will measure the Contractor's performance related to the Housing Locator services for AHH participants. These measures will measure the Contractor's ability of placing homeless DHS clients in permanent housing. Should there be a change in federal, State and/or County policies/regulations or the County determines the need for change, the County may amend these Outcome Measures via a Contract amendment, as detailed in Contract Section 9.1, Alteration of Terms.

These measures are as follows:

- Once the homeless DHS clients are placed in affordable housing, Contractor shall maintain **seventy-five percent (75%)** of the placed homeless DHS clients in affordable permanent housing for six (6) consecutive months.
- Once the homeless DHS clients are placed in affordable housing, Contractor shall maintain **sixty percent (60%)** of the placed homeless DHS clients in affordable permanent housing for one (1) full year.

1.8 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The proposed Contract will include Performance Requirements Standards (PRS) that will measure the Contractor's performance related to the homeless program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding Acceptable Quality Level (AQL). The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in, Section 9.1, Alteration of Terms.

2.0 COUNTY PERSONNEL

2.1 DHS AHH PROJECT COORDINATOR

DHS will designate an AHH Project Coordinator (AHHPC) who will:

- 2.1.1 Oversee all AHH Pilot Project functions.
- 2.1.2 Manage referrals of all homeless DHS clients interested in participating in AHH and establish eligibility. Complete all necessary documentation for AHH participation.
- 2.1.3 Prepare "Referral to AHH" form, which will be finalized prior to the full execution of Agreement, for use by Case Management and Housing Locator agencies. In addition, the homeless DHS clients must sign the "DHS Homeless Consent and Release Agreement" form (Attachment H). Fax both forms to the CM agency for the initial intake and screening process.
- 2.1.4 Oversee all aspects of the overall AHH evaluation process.
- 2.1.5 Manage the Scope of Work and programmatic elements of the AHH Contracts.

2.2 QUALITY ASSURANCE EVALUATOR (QAE)

DHS will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in Technical Exhibit 1, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter if a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

2.3 CONTRACT MONITOR(S)

DHS shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and PRS.

3.0 CONTRACTOR PERSONNEL

Contractor shall ensure that Contractor staff who work directly with homeless DHS clients is provided training prior to performing services under this Contract. The training shall include, but not be limited to:

- Civil Rights and cultural awareness training;
- Child and elder abuse and welfare fraud awareness and reporting training;
- Sexual harassment identifying and reporting training;
- Housing Rights/Renter/Landlord Rights; and
- Learning Disabilities Program training.

3.1 CONTRACTOR STAFF

3.1.1 CONTRACT COORDINATOR (CC)

Contractor shall provide a CC, who shall be responsible for the overall day-to-day activities, management and coordination of the Contract and liaison activities with County. The CC and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter if a change of CC or alternate is made.

3.1.2 CONTRACTOR STAFF

Contractor shall provide qualified staff who shall:

- Conduct intake, screening, and needs assessment to address the housing needs of the AHH participants.
- Assist AHH participants to move into permanent rental housing within 60 days of referral.
- Coordinate and assist CM to link the AHH participants with landlords ready to rent permanent housing.
- Provide the AHH participants with the following:
 - a) Landlord/tenant education;

- b) Coaching on how to communicate with potential landlords;
 - c) Transportation to the potential rental property;
 - d) Advocate and refer to specific landlords willing to rent to homeless DHS clients, securing releases of information from the adult participant to allow discussion of situations with property owners/managers;
 - e) Assistance in overcoming bad credit, no credit, or eviction histories;
 - f) Assistance in completing credit reports, rental agreements, and/or applications for low-income housing;
 - g) Information, resources, tools and skills to enable them to overcome barriers, and enhance their chances of finding future affordable homes to rent should the individual or family need to find another place to live; and
 - h) Verbal and written instructions and materials in the individuals' or families' appropriate threshold languages (i.e., English, Spanish).
- Create a case file for each AHH participant. All case files shall contain, but are not limited to, the following:
 - a) Housing Locator services assessment for housing plan;
 - b) Individuals' or families' DHS Homeless Consent and Release Agreement form (Attachment H);
 - c) DHS and CM case history should include information qualifying the homeless individuals or families for the service of locating permanent housing (i.e., DHS and CM referral forms);
 - d) AHH application, rental application, Section 8 application; and

- e) Documentation highlighting all contacts made with or on behalf of the AHH participant.
- Perform Landlord Outreach for this Contract, including but not limited to:
 - a) Market the Housing Locator Services to landlords and maintain working relationships with participating landlords;
 - b) Establish a working relationship with landlords willing to rent to homeless DHS clients;
 - c) Assist homeless DHS clients in finding an appropriate property to rent; and
 - d) Inform landlords that although the individual or family will receive the support of their agency and CM staff, and are protected under housing rights/renters rights rules, the individual or family must comply with their rental contract and must not violate their rent/lease agreement.

3.2 CONTRACTOR STAFF DESIREABLE MINIMUM QUALIFICATIONS

3.2.1 CC

- Bachelors Degree

3.2.2 CC and Contractor Staff

- Have knowledge of the Los Angeles County housing market.
- Have a minimum of two (2) years business experience assisting people in obtaining rental housing.
- Must have the appropriate business license in a housing related field (i.e., realtor, etc.) to be able to provide housing assistance to homeless DHS clients.
- Pass a background check.

NOTE: Background checks shall include, but may not be limited to: employment history, criminal records, validity of education, and applicable licenses. Findings shall be kept on file and made available to the County upon request.

- Contractor staff must be fluent/competent in reading, writing, speaking and understanding English and have at least one staff that is fluent/competent in reading, writing, speaking and understanding Spanish.
- Contractor may access the County's Language Line Services for other languages other than English and Spanish, upon approval by DHS or upon Contract start-up.

4.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan to assure the County a consistently high level of quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by the County, shall be submitted to DHS' AHH Project Coordinator within thirty (30) calendar days from the effective date of this Contract. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to the following:

- 4.1 Method for assuring that professional staff rendering services under this Contract have qualifying experience;
- 4.2 Method for monitoring to ensure that Contract requirements are being met;
- 4.3 Method for monitoring subcontractors, if any, for compliance and quality of services;
- 4.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 4.5 Method for assuring that confidentiality of homeless applicant's information is maintained; and
- 4.6 Method for a participant to submit a grievance for proper review and resolution;
- 4.7 Method for resolving problems and addressing any participant grievances that shall include, but is not limited to, when the problem was first identified and the corrective action taken. The report shall be provided to the County upon request.

5.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation shall include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 9, Terms and Conditions, Sub-paragraph 9.16, County Quality Assurance Plan.

5.1 PERFORMANCE EVALUATION MEETINGS

The AHHPC and the CC shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the AHHPC, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The AHHPC shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. Should the CC not concur with the action items, he/she shall submit a written statement to the AHHPC within ten (10) business days from the date of receipt of the signed action items.

The CC's written statement shall be attached to the AHHPC's minutes and be a part thereof. Failure of the CMPC to provide a written statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DHS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

5.2 CONTRACT DISCREPANCY REPORTS (CDR)

Verbal notification of a contract discrepancy will be made to the CC or designee as soon as possible whenever a contract discrepancy is identified. The CC shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The AHHPC will determine whether a formal CDR (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the AHHPC within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the AHHPC within ten (10) business days.

6.0 HOURS OF OPERATION/HOLIDAYS

Contractor shall be required to provide services Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County-recognized holidays. The AHHPC will provide a list of the County's holidays to the Contractor within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

Contractor is allowed to have a maximum of two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under this Contract. To request these days, Contractor shall submit a written request to County, no less than fifteen (15) days in advance of the requested dates. County approval is required in order to take the requested dates. County will not provide Contractor any compensation for time spent in these activities.

7.0 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

7.1 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DHS, which includes but is not limited to the following:

- 7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided the County.
- 7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.

7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.

7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints.

8.0 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision. The Customer Services Program must be approved by County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract Section 9.1, Alteration of Terms.

9.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

9.1 TRAINING

County shall provide training to Contractor staff to include, but not limited to, the following:

- Civil Rights training may be through direct training by County trainers or through a "train-a-trainer" program as agreed upon by County.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

9.2 MATERIALS

County shall supply the following materials:

- All mandated pamphlets and posters;
- Safely Surrender Baby Law fact sheet; and

- List of County-observed holidays.

10.0 CONTRACTOR FURNISHED ITEMS

10.1 FACILITIES

- 10.1.1 Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from DHS Headquarters at 313 N. Figueroa, Los Angeles, CA 90012.
- 10.1.2 Contractor shall provide sufficient work area large enough to accommodate private cubicles for each AHH staff.
- 10.1.3 Contractor shall provide no cost parking space for homeless DHS clients at each Contractor facility.

10.2 EQUIPMENT/SUPPLIES/MATERIALS

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

10.3 TRANSPORTATION

Contractor shall ensure transportation for the individual or family for the initial meeting with landlord and/or to potential rental property. Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from DHS Headquarters at 313 N. Figueroa, Los Angeles, CA 90012.

11.0 MEETINGS

11.1 WEEKLY MEETINGS

Contractor staff and CM shall meet weekly to discuss progress/barriers/resolutions for homeless DHS clients in obtaining affordable permanent rental housing.

11.2 MONTHLY MEETINGS

Designated AHH DHS staff, CM and Contractor staff shall meet monthly to evaluate the program progress and make recommended changes to procedures, as necessary.

12.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Access to these files shall be limited to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

13.0 RECORD KEEPING

13.1 Contractor shall maintain retrievable records relating to each homeless DHS client serviced under this Contract. The records shall be kept in a folder, identifiable by homeless DHS clients' name and case number. These records shall include, but not be limited to, the following:

13.1.1 Referral forms to determine eligibility for Housing Locator Services.

13.1.2 Release of Information forms.

13.1.3 Participation Agreements.

13.1.4. Services provided start date.

13.1.5 Date permanent housing secured and date AHH participant moved in.

13.1.6 Documentation notating any contacts made with or on behalf of the AHH participants.

13.1.7 When and why the rental agreement was terminated.

13.2 Contractor shall maintain all records at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later.

14.0 REPORTING TASKS

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein. A sample Monthly Invoice is provided in Technical Exhibit 4.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by DHS. The MMR shall be submitted to the CC with the Monthly Invoice by the 15th calendar day of each month and may contain:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.
- Any other ad hoc statistical reports as requested by the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County in a mutually agreeable time period.
- A list of all trainings provided by the Contractor each month, including sign-in sheets.
- A list of all complaints received by the Contractor each month, including the resolution of the complaint.
- Additional information may be required at County discretion.

14.1 AHH PROGRAM REPORTING REPORTING ELEMENTS

- Number of homeless DHS individuals and family cases referred to Contractor to include family's name and case number.
- Number of homeless DHS individuals and families that were placed in permanent housing within 60 days of referral.
- Number of homeless DHS individuals and families that remained in the rental housing units for at least six (6) consecutive months.
- Number of homeless DHS individuals and families that were referred for services but remain homeless and reason(s) why.
- Number of homeless DHS individuals and families signing lease agreements and the length of lease.
- Number of homeless DHS individuals and families in which money management counseling was provided.
- Number of homeless DHS individuals and families assisted in overcoming barriers to permanent housing (credit, eviction history, etc.).

- Number of “shows” and “no-shows” at intake appointments after referrals.

14.2 CUSTOMER SATISFACTION QUESTIONNAIRE

Contractor shall assist each homeless DHS individual and family to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6) and submit copies to DHS with the MMR and Monthly Invoice utilizing the mailing address and information cited in Technical Exhibit 7.

15.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by CCA for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an “error” and will adversely affect the Contractor's performance rates as measures in the PRS Chart, Technical Exhibit 1, and described throughout this Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant's confidentiality.

16.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing home search for permanent housing to the homeless if:

- There is NO charge to County;
- Participant's confidentiality rights are protected;
- Services are within allowable time frames; and
- Homeless DHS individuals and families' participant progress is monitored by Contractor.

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Technical Exhibit I and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of Technical Exhibit I Chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of Technical Exhibit I Chart).

3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a liquidated damages deductions or points (Column 3 of Technical Exhibit I Chart).
4. Indicates the method of monitoring the services (Column 4 of Technical Exhibit I Chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of Technical Exhibit I Chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the Contract standards and AQLs using the Quality Assurance Monitoring Plan. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the Contractor. The Contractor is required to:

1.4.1 Respond to the CDR within ten (10) workdays.

1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

To determine the number of defects that renders a service unsatisfactory a sample may be selected at random as a representation of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

AQL - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance. The AQL for each sampling is taken from the PRS.

If any of the unsatisfactory performance indicator points per incident are applied, then County will expect that the service will be properly performed prior to the next scheduled performance review.

If the unsatisfactory performance indicator points total more than 60 points, Contractor shall submit a CDR within ten (10) working days.

If the unsatisfactory performance indicator points "per days late" total more than 150, then Contractor shall submit a CDR within ten (10) working days.

1.6 REMEDY OF DEFECTS

Contractor must, within ten (10) workdays, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES AND DEDUCTIONS

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following nonperformance remedies and deductions:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Contractor shall be assessed an Unsatisfactory Performance Deduction in the amounts of Five Dollars (\$5.00) for each point over and above the maximum allowable of fifty (50) cumulative point per calendar month for all services shown on the PRS chart (Technical Exhibit I chart), all determinations to levy such amounts for damages shall be subject to the approval of the County Contract Administrator.

A maximum of fifty (50) shall be allowed to accumulate per calendar month before a deduction can be made from Contractor's compensation hereunder. For example, if the cumulative point total for all required services for a particular month is forty (40), no assessment for Unsatisfactory Performance Deduction shall be made because forty (40) is within the maximum allowable points per month. However, if the total cumulative points for the month is eighty (80), the assessed Unsatisfactory Performance Deductions would be One Hundred Fifty Dollars (\$150) (i.e., 30 points x \$5.00).

- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 9.40, Termination for Convenience of the County.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section 1.5.5- Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0%	User complaint; on-site review	50 points per incident.
SOW Section 4.0 - Quality Control Plan	Contractor provides revisions to QC Plan upon CCA requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained.	0% 0%	Review of revised plan. Review of records maintained.	50 points per incident. 10 points per days late.
SOW Section 1.3 - Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the Housing Locators services must be available and offered to homeless DHS individuals and families in English or Spanish. When written materials are not available in the homeless families' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless families' primary language, as approved by DHS.	Review of forms, materials & notices indicates compliance such as notices posted in Contractor facilities.	0.0%	Notices posted; on-site review of forms & materials	50 points per incident.
SOW Section 3.0 - Placement of individuals and families	Assist and place homeless DHS individuals and families (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's (HUD) Housing Quality Standards	Placement of DHS individuals or families (within 60-days of referral date)	0%	Review of reports and referral logs. Review of cases; interview of participants.	10 points per day past 60 days of referral date.
SOW Section 1.7 - Performance Outcome Measures	Contractor shall maintain 75% of the placed DHS individuals and families to remain in affordable permanent housing for six (6) consecutive months.	Countywide Quarterly Average of Placement Rate under the Housing Locator Services for AHH Program.	0%	Review of placements and referrals reports. Review of MMR reports Case Reviews	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW Section 1.7 - Performance Outcome Measures</u>	Contractor shall maintain 60% of the placed DHS individuals and families to remain in affordable permanent housing for one (1) consecutive year.	Countywide Quarterly Average of Placement Rate under the Housing Locator Services for AHH Program.	0%	Review of placements and referrals reports. Review of MMR reports	Initiate CDR for corrective action plan.
<u>SOW Section 1.3.11 - Information and training</u>	Contractor shall provide information and training to homeless DHS homeless individuals and families on tenant rights and responsibilities.	Review indicates information and training to DHS homeless individuals and families provided by Contractor.	0%	Case Reviews Random Sample, On-site Observation. MMR reports.	25 points per incident.
<u>SOW Section 1.4.2 - DHS Homeless Consent and Release Agreement Form Attachment N</u>	Obtain a signed consent for release of information form from the participant allowing Contractor to discuss DHS homeless individuals and families' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent, only if County has not provided one.	Copy of signed consent for release of information form in contractor files.	0%	Review of records.	50 points per incident.
<u>SOW Section 14.0 - Prepare and send Monthly Management Report and Invoice.</u>	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0%	Review of reports and invoice.	10 points per each day late.
<u>Section 8.0 Customer Service</u>	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0%	Random Sample. On-site, telephone.	20 points per incident.

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CCA

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____



SAMPLE MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
AHH PROGRAM

Date: _____

Service Month: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: _____

TELEPHONE NUMBER:

# of participants	X	Rate	=	Total
-------------------	---	------	---	-------

I. Fees for Housing Placements :

*Number of individuals and families placed in permanent housing this month.

_____	X	_____	=	_____
-------	---	-------	---	-------

II. Fees for Retention in Housing Placements :

*Number of individuals and families placed in permanent housing and remain in rental housing unit for six (6) consecutive months.

_____	X	_____	=	_____
-------	---	-------	---	-------

*** NOTE: Back-up documents are needed.**_____
CONTRACTOR SIGNATURE_____
Date Signed_____
FOR DHS USE ONLY_____
County Contract Administrator Signature_____
Date Signed_____
DATE INVOICE RECEIVED_____
DATE SUBMITTED TO FMD/FISCAL OPERATIONS

HOUSING LOCATOR HOUSING INSPECTION/SCREENING FORM

Client Name: _____ Date: _____

New Address: _____

Rent Amount: _____ Move-in Cost: _____ Number of Bedrooms: _____

Unit Type: SFD Mobile Home Duplex Multi-Family Apartment Condo

Terms of Rental Agreement:

Furnished	Unfurnished	Month-to-month	6-month lease	Annual	Accessible to wheelchairs
-----------	-------------	----------------	---------------	--------	------------------------------

Persons named in
lease/contract: _____

Appliances included:	Stove	Refrigerator	Dish Washer	Waste-Disposal
Utilities/services paid:	Gas	Electric	Water	Trash None

Landlord Name: _____ Phone: _____

Address: _____

Owner Name: _____ Phone: _____

Address: _____

Basic Health and Safety Requirements: (check yes/no)

- | | |
|-----|--|
| Yes | No - Building and yard free of rubbish, debris & common/exterior grounds are clear from overgrown grass/weeds |
| Yes | No - Floor appears in good condition (flooring/carpeting do not pose a tripping hazard) |
| Yes | No - Interior/Exterior walls and ceilings in good condition |
| Yes | No - Adequate Lighting in building |
| Yes | No - Plumbing fixtures are in working condition (no leaks/clogs) |
| Yes | No - Hot and cold running water is available |
| Yes | No - Adequate emergency exits in building |
| Yes | No - Each bedroom has at least one window |
| Yes | No - Minimum ceiling height of 7 ½ feet for all habitable rooms |
| Yes | No - Safe and adequate heating facilities |
| Yes | No - Electric wiring appears in good condition |
| Yes | No - No fire hazards |
| Yes | No - Windows and doors adequately screened |
| Yes | No - Stairs and stair rails in good condition |
| Yes | No - Smoking alarms in working order |
| Yes | No - Hot water heater is safe and accessible |
| Yes | No - Unit appears structurally sound |
| Yes | No - Unit is ready for occupancy & is free of infestations from vermins/rodents |
| Yes | No - Unit has a kitchen, bathroom and at least one room for living/sleeping room |
| No | Yes - The site is subject to serious adverse environmental conditions (i.e., poor sewer drainage, fire hazards, flood, etc.) |

Inspected by: _____

**LOS ANGELES COUNTY DHS HOMELESS CLIENTS
HOUSING LOCATOR SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to your AHH case manager, or simply return it by mail.

<u>AHH Case Manager (CM) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <hr/> <hr/> <hr/>			
<u>Housing Locator (HL) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <hr/> <hr/> <hr/>			
<u>AHH Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in locating permanent housing.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet my needs. (Please indicate why in the comments' section below).
Comments: <hr/> <hr/> <hr/>			

Name (Optional)

Date (Required)

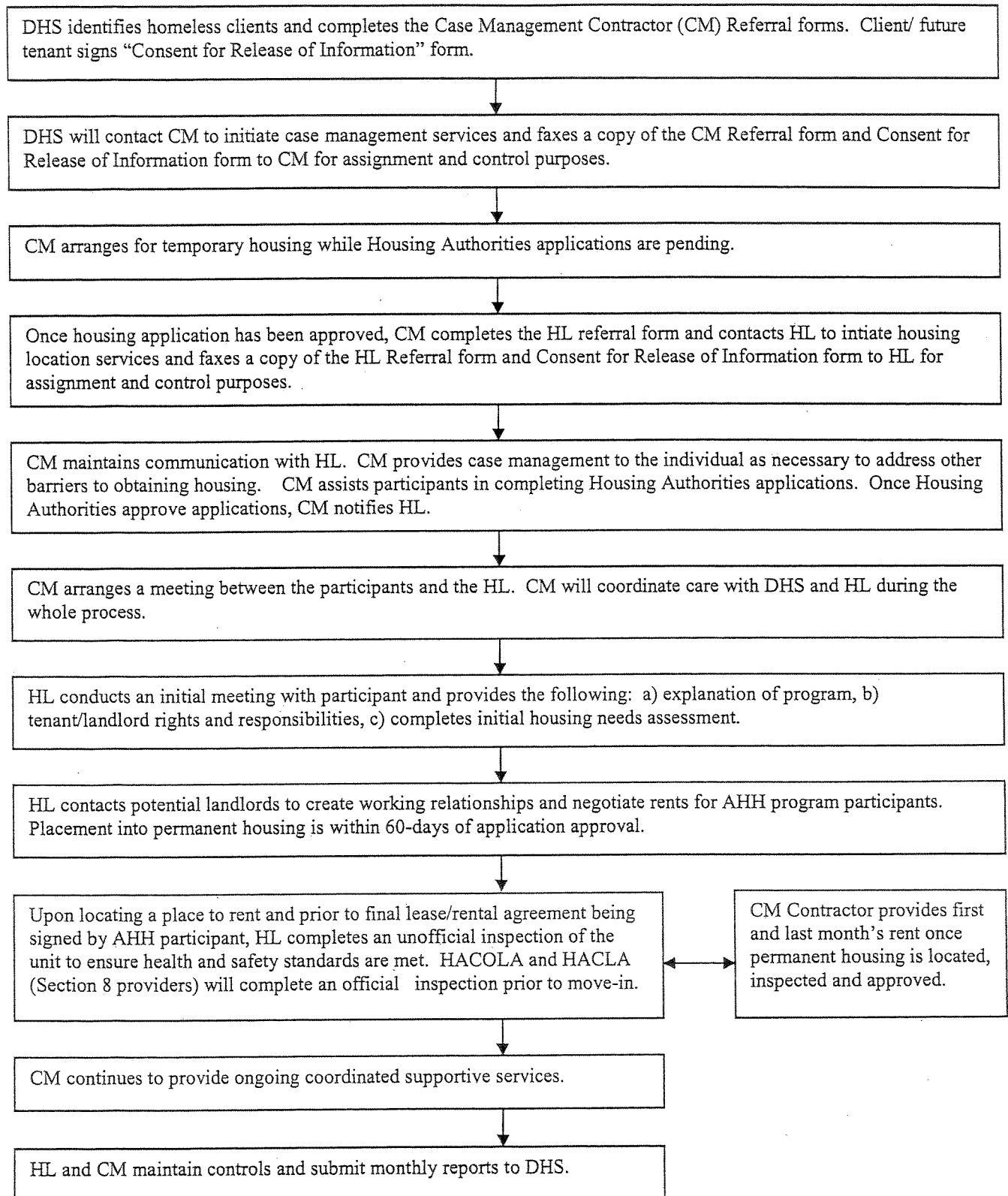
HL/01-06-Survey

TECHNICAL EXHIBIT 7

Postage
Stamp
Required

Department of Health Services
Homeless Services Division
313 N. Figueroa, Suite 912
Los Angeles, California 90012
Attn: AHH Program Coordinator

HOUSING LOCATOR AND CASE MANAGEMENT SERVICES FLOW CHART



ATTACHMENT B:
BILLING AND PAYMENT

BILLING AND PAYMENT

HOUSING LOCATOR SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES CLIENTS

1.0 CONTRACT PAYMENT

1.1 FEE PER REFERRAL

The Contractor will be compensated a Fee Per Referral in the amount of One Thousand Dollars (\$1,000) for each homeless Department of Health Services's (DHS) client referred by the Accessed To Housing for Health (AHH). Payment to the Contractor will be made in arrears on a monthly basis.

1.2 FEE PER SUCESSFUL PLACEMENT

The Contractor will be compensated a Fee Per Successful Placement in the amount of One Thousand Dollars (\$1,000) for placing homeless DHS clients referred by the AHH Case Management Contractor in affordable permanent housing. Placement commences as soon as client moves into permanent housing. Payment to the Contractor will be made in arrears on a monthly basis.

1.3 RETENTION FEE

1.3.1 Contractor shall be paid a one-time Retention Fee per family, when the family remains in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent (50%) of the Fee Per Successful Placement per family. The Retention Fee will therefore be Eight Hundred Dollars (\$800) per family.

1.3.2 Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee for each family who was placed in affordable permanent housing within six (6) months from the termination of the contract, provided that the family has remained in the same rental housing unit for six (6) consecutive months, which may be after the termination of the contract.

2.0 PAYMENT PROCESSING

2.1 Payments for the homeless DHS clients placed in permanent housing will be made monthly in arrears provided that Contractor is not in default

under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

- 2.2 Contractor shall be paid a fixed Fee Per Referral and a fixed Fee Per Successful Placement under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:

2.2.1 One Thousand Dollars (\$1,000) per referral for each homeless DHS client referred by the AHH Case Management Contractor.

2.2.2 One Thousand Dollars (\$1,000) per successful placement of homeless DHS clients.

- 2.3 Contractor shall prepare and submit an invoice for Housing Locator services provided to homeless DHS clients (Technical Exhibit 4, Sample Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the Access to Housing for Health Project Coordinator (AHHPC) within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment. The monthly invoice shall include the following billable costs:

- 1) The total Fee Per Referral which is calculated by multiplying the verifiable number of homeless DHS clients referred by the AHH Case Management Contractor in the month by the Referral fee, which is One Thousand Dollars (\$1,000).
- 2) The total Fee Per Successful Placements which is calculated by multiplying the verifiable number of homeless DHS clients successfully placed in affordable permanent housing in the month by the Successful Placement fee, which is One Thousand Dollars (\$1,000).
- 3) The one-time Retention Fee which is calculated by multiplying the verifiable number of homeless DHS clients, whose families were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Retention Fee, which is 40 percent (40%) of the Fee Per Successful Placement per family or Eight Hundred Dollars (\$800) per family.

- 2.4 In addition to the above, invoices shall include the following back-up documentation to validate the invoice amounts:

- Signed Rental Agreements;

- Documentation signed by participants that verifies that they remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee; and
 - Any other back-up documentation.
- 2.5 County shall not be liable for billings submitted one (1) year after the placement services were rendered.
- 2.6 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 2.7 Contractor shall invoice and the County shall authorize payment for Housing Locator Services for Homeless DHS clients completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Housing Locator Services for Homeless DHS Clients" on the invoice.
- 2.8 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 2.9 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

3.0 PRIOR SIX (6) MONTH EXPIRATION NOTICE

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

4.0 SEVENTY-FIVE PERCENT (75%) EXPENDITURE NOTIFICATOIN

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to AHHPC at the address provided herein.

5.0 PAYMENT LIMITATION

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's AHHPC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.0 WITHHOLDING OF PAYMENT

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

ATTACHMENT C:
CONTRACT BUDGET AND EMPLOYEE BENEFITS

HOUSING LOCATOR SERVICES
BUDGET SHEET

- Effective upon Board Approval through December 31, 2008 -

DIRECT COST

Payroll		Hourly	Salary
		Rate	
1	Project Manager	FTE^ \$ 40.00	\$ 83,200.00
2	Case Workers	FTE \$ 35.00	\$ 72,800.00
1	Administrative Assist.	FTE* \$ 25.00	\$ 39,000.00
1	Marketing Consultant	FTE* \$ 65.00	\$ 31,200.00
Total Salaries			\$ 226,200.00

Employee Benefits

Medical Insurance		
4	Staff	\$ 9,000.00
Total Employee Benefits		\$ 9,000.00

Note: No Dental and Life Insurance for employees.
No benefits for Consultants.

Payroll Taxes

FICA		\$ 17,304.30
State Unemployment Insurance		\$ 2,170.00
FUTA		\$ 280.00
3	Workmans Comp.	\$ 3,935.88
Total Payroll Tax		\$ 23,690.18

Insurance

General Liability, Error and Omissions, Other	\$ 1,875.00
---	-------------

Miscellaneous Direct Cost

Supplies	\$ 1,500.00
Services (Notary, Courier, Postage)	\$ 300.00
Advertising	\$ 1,875.00
Mileage	\$ 2,200.00
Total Misc. Direct Cost	\$ 5,875.00

INDIRECT COST

General Accounting/Bookkeeping	\$ 9,660.21
Management Overhead	\$ 3,699.61
Total Indirect Cost	\$ 13,359.82

Total Direct and Indirect Cost \$ 280,000.00

ATTACHMENTS D THROUGH J

REQUIRED FORMS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Non-Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposes, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
---------------	-----	----

<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	<p>()</p>	<p>()</p>
--	------------	------------

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p>	<p>()</p>	<p>()</p>
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Signature

Date

Name and Title (please type or print)

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES (DHS)

DHS HOMELESS CONSENT AND RELEASE AGREEMENT

1. I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Health Services (DHS).
2. I have been told that the County wants to use my information to assist DHS and other agencies to expand and coordinate services, create interagency partnerships, evaluate outreach services, make necessary policy and regulatory changes, and to be more efficient in their service delivery for homeless families.
3. I understand that if I sign this agreement, the County may share this information with other County departments, homeless service providers and contracted housing Locator, to better provide services to my family and other homeless families.
4. I voluntarily consent and authorize the County of Los Angeles, its agents and employees to share the information provided to the Homeless Case Manager. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release the County of Los Angeles, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County departments, homeless service providers and housing Locator, with whom the County has contracts.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
7. This release remains in effect during the period that I am receiving case management under the DHS Homeless Case Management.

Signature _____ Date _____

Witness Signature _____ Date _____

Print Name _____

Print Name _____

Address _____

Phone Number _____

EARNED INCOME CREDIT: NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 595, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 2059001

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**HOUSING LOCATOR SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT**

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CONTRACT NO. _____

**HOUSING LOCATOR SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT**

This Agreement is entered into this _____ day of _____,
2006,

by and between

County of Los Angeles
(hereafter "County")

and

Del Richardson & Associates, Inc.
(hereafter "Contractor").

RECITALS

WHEREAS, the County may contract with private businesses for Housing Locator Services for Access to Housing for Health (AHH) Pilot Project when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Housing Locator Services; and

WHEREAS, Contractor is qualified to provide the required Housing Locator Services to AHH Pilot Project by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Housing Locator Services to Homeless Families; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS:

Attachments A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task,

deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A – Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B – Billing and Payment
- 1.3 ATTACHMENT C – Contractor Budget and Employee Benefits
- 1.4 ATTACHMENT D – Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.5 ATTACHMENT E – Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F – Contractor Employee Jury Service Contractor Program Certification and Application for Exemption
- 1.7 ATTACHMENT G – Charitable Contributions Certification
- 1.8 ATTACHMENT H – DHS Homeless Consent and Release Agreement
- 1.9 ATTACHMENT I – Earned Income Credit-Notice 1015
- 1.10 ATTACHMENT J – Safely Surrendered Baby

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 9, Terms and Conditions, Sub-paragraph 9.28, Notices, and signed by both parties.

2.0 **DEFINITIONS:**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

BUDGET: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).
- Total Cost to Contract Services - The total cost to Direct and Indirect Costs.

CONTRACT: Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

PERMANENT HOUSING: Long-term housing will become permanent only as a result of participants abiding by all of the guidelines of the AHH Pilot Project. Should the AHH Pilot Project and supportive services end, participants who completed and met the project requirements will be able to maintain their housing.

3.0 TERM:

This Agreement shall be effective upon the date of its approval by County's Board and shall continue, unless sooner terminated or canceled, in full force and effect to and including December 31, 2008.

The Agreement maximum obligation of County for Contractor's performance of this Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the

giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

4.0 TERMINATION OF AGREEMENT:

- 4.1 In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.
- 4.2 Subparagraph 4.1 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.
- 4.3 Subparagraphs 4.1 and 4.2 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.
- 4.4 Subparagraphs 4.1, 4.2, and 4.3, hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor.
- 4.5 Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this

Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

5.0 DESCRIPTION OF SERVICES:

Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Attachment A, Statement of Work and Technical Exhibits, attached hereto and incorporated herein by reference.

6.0 MAXIMUM OBLIGATION OF COUNTY:

During the term of this Agreement, the maximum obligation of County for Contractor's performance hereunder shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000). Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation.

7.0 BILLING AND PAYMENT:

- 7.1. County shall compensate Contractor on a Fee Per Successful Placement in the amount of Two Thousand Dollars (\$2,000) for placing homeless Department of Health Services's (DHS) patients referred by the AHH Case Management Contractor in affordable permanent housing. Placement commences as soon as the discharged patient (or "client") moves into permanent housing. Payment to the Contractor will be made in arrears on a monthly basis.
- 7.2. Contractor shall bill County in accordance with the rates set forth in Attachment B, Billing and Payment, and Attachment C, Contractor Budget and Employee Benefits, attached hereto and incorporated herein by reference.
- 7.3. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month.
- 7.4. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

8.0 ADMINISTRATION OF CONTRACT

8.1 County Administration

The County shall notify the Contractor in writing of any change in the

names or addresses shown.

8.1.1 County Contract Administrator (CCA)

The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 9.5, Alteration of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

8.2 Contractor Administration

8.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

8.2.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Manager.

8.2.3 Contractor's Staff identification

- Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal from working on the Contract.

8.2.4 Background and Security Investigations

- 8.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 8.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.
- 8.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 8.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.2.4, shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 TERMS AND CONDITIONS

9.1 ALTERATION OF TERMS

The body of this Agreement, together with the Attachments, Technical Exhibits and Budget, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement.

County reserves the right to initiate Change Notices that do not affect the term, maximum obligation, statement of work, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Director, or his designee.

Except for the above described Change Notices, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9.2 AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for services provided by the Contractor under the Contract. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.5 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.6 COMPLIANCE WITH APPLICABLE LAW

- 9.6.1 Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.
- 9.6.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

9.7 CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- 9.8.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

9.8.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

9.8.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception" (Attachement F), is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to DHS Homeless Coordinator.

9.8.4 Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.11 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who

meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

9.12 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Attachment G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

9.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

9.13.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County will supply the Contractor with the poster to be used.

9.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.15.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

9.15.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

9.15.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.15.4 If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 9.15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 9.15.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 9.15.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 9.15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.15.9 These terms shall also apply to subcontractor/subconsultants of Contractor.

9.16 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

9.17 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. Contractor represents that it has

secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

9.19 FAIR LABOR STANDARDS ACT

Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAWS, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

9.21 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

9.21.1 DEFINITIONS

9.21.1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

9.21.1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

9.21.1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media;
(ii) maintained in electronic media.

- 9.21.1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 9.21.1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 9.21.1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 9.21.1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification,

or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

9.21.1.8 “Services” has the same meaning as in the body of this Agreement.

9.21.1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

9.21.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

9.21.2 OBLIGATIONS OF BUSINESS ASSOCIATE

9.21.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

9.21.2.2 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

9.21.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

- 9.21.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 9.21.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 9.21.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 9.21.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to

Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

9.21.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 9.21.2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 9.21.2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 9.21.2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.21.3 OBLIGATION OF COVERED ENTITY

9.213.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and

Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

9.21.4 TERM AND TERMINATION

9.21.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 9.21.2.1 (as modified by Section 9.21.4.2), 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 shall survive the termination or expiration of this Agreement.

9.21.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

9.21.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9.21.5 MISCELLANEOUS

- 9.21.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 9.21.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 9.21.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 9.21.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security

Regulations means the section as in effect or as amended.

9.21.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

9.21.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9.22 INDEMNIFICATION AND INSURANCE

9.22.1 Indemnification:

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9.22.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

9.22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.22.2.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

9.22.2.3 Failure to Maintain Coverage:

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any

premium costs advanced by County for such insurance.

9.22.2.4 Notification of Incidents, Claims or Suits:

Contractor shall report to County:

- (a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.
- (d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

9.22.2.5 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.22.2.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.22.3 Insurance Coverage Requirements:

9.22.3.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed
Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

9.22.3.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.22.3.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

9.22.3.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an

extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.23 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

9.24 LIQUIDATED DAMAGES

9.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

9.24.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

9.24.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

9.24.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) and Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

9.24.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.24.3 The action noted in Sub-section 9.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.24.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 9.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.25 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.25.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.25.2 If Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.25.2.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

9.25.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.25.2.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.26 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9.27 NON-DISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

9.28 NON-DISCRIMINATION IN EMPLOYMENT

- 9.28.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.
- 9.28.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- 9.28.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- 9.28.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual

orientation, in accordance with requirements of Federal and State laws.

9.28.5 Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

9.28.6 If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

9.28.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

9.29 NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

9.29.1 Notices to County shall be addressed as follows:

- (1) Department of Health Services
Homeless Services Unit

313 North Figueroa Street, Room 704
Los Angeles, California 90012
Attention: Homeless Coordinator

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Division Chief

9.29.2 Notices to Contractor shall be addressed as follows:

Del Richardson and Associates, Inc.
510 South La Brea Avenue
Inglewood, California 90301
Attention: Del Richardson, Executive Director

9.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED
INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Attachment I, in this contract.

9.31 PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

9.31.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.

9.31.2. Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal

entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 9.31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.32 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 9.31 shall survive the expiration or other termination of this Contract.

- 9.32.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information. County shall not require the Contractor to provide any technical information that is proprietary to it, except as is requested by the County to successfully complete the services under the Contract.
- 9.32.2 County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to

be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

9.33 RECORDS AND AUDITS

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 9.33 Records Retention and Inspection/Audit Settlement, herein below.

9.33.1 Client/Patient Records:

If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Attachments and Exhibits attached hereto.

9.33.2 Financial Records:

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- 9.33.2.1 Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.
- 9.33.2.2 A General Ledger.
- 9.33.2.3 A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- 9.33.2.4 Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.
- 9.33.2.5 Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following

expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

9.33.3 Preservation of Records:

If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

9.33.4 Audit Reports:

In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

9.33.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services

Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

- 9.33.6 Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.
- 9.33.7 Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter

shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

- 9.33.8 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.34 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 9.34.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 9.34 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

- 9.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 9.34.4 Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 9.34.5 Other required documents to be retained include, but not limited to:
 - 9.34.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DHS reimbursement check stubs.
 - 9.34.5.2. Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
 - 9.34.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.

9.34.5.4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

9.34.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

9.34.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

9.34.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 9.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.35 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

9.36 RESTRICTIONS ON LOBBYING

9.36.1 Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement

also fully comply with all such certification and disclosure requirements.

9.36.2 County Lobbyists:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.37 RULES AND REGULATIONS

During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.38 SUBCONTRACTING

Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of this Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including,

but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

9.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 9.13, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 9.41, Termination For Default of the Contractor.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

9.40 TERMINATION FOR CONVENIENCE OF THE COUNTY

9.40.1 Performance of services under this Contract may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

9.40.2 If, during the term of this Contract, the County funds appropriated for the purposes of this Contract are reduced or eliminated, County may immediately terminate this Contract upon written notice to the Contractor.

9.40.3 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

9.40.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

9.40.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

9.40.4 After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.40.5 Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

9.40.6 Upon termination of this Contract, Contractor shall comply with the provisions of Section 9.34, Records Retention and Inspection/Audit Settlement, herein above.

9.40.7 Subject to the provisions of Subsection 9.40.4, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 9.40. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

9.41 TERMINATION FOR DEFAULT OF THE CONTRACTOR

9.41.1 County may, subject to the provisions outlined below, by written

notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

9.41.1.1 If the Contractor fails to perform the service within the time specified or, with prior the County approval, any extension thereof.

9.41.1.2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

9.41.2 In the event the County terminates this Contract in whole or in part as provided in this Section 9.41, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

9.41.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 9.41, it is determined for any reason that the Contractor was not in default under the provisions of this Section 9.41 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 9.41, Termination For Convenience of the County, herein above.

9.41.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 9.40 herein above.

9.42 TERMINATION FOR IMPROPER CONSIDERATION

9.42.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the

same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

9.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

9.44 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

9.45 WARRANTY AGAINST CONTINGENT FEES

9.45.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.45.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

Del Richardson & Associates, Inc.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

ATTACHMENT A:
STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK
CASE MANAGEMENT SERVICES FOR
ACCESS TO HOUSING FOR HEALTH (AHH) PILOT PROJECT

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STATEMENT OF WORK
CASE MANAGEMENT SERVICES FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

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STATEMENT OF WORK

CASE MANAGEMENT SERVICES FOR ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

1.0 OVERVIEW

The Department of Health Services (DHS) is initiating the Access to Housing for Health (AHH) Pilot Project, a partnership with the Community Development Commission of the County of Los Angeles (CDC) and the City of Los Angeles to provide permanent housing through the Section 8 Housing Choice Voucher Program. These vouchers can be used in private market rate apartments as well as publicly supported rental units. The voucher holder will be required to pay up to forty percent (40%) of their monthly adjusted income towards rent. The CDC is also making fifteen (15) units of public housing available. The public housing units are federally subsidized and will not require a Section 8 voucher to receive the lower rent cost. Both the Section 8 Housing Choice Voucher and Public Housing programs are permanent housing opportunities predicated on the tenants' income level.

The AHH Pilot Project will provide affordable, permanent housing linked to appropriate services to homeless DHS patients, who either have a chronic illness or physical disability and who have had two (2) or more emergency room and/or inpatient visits in the past year. DHS requires a Contractor with professional staff to provide intensive case management services to support placement of homeless DHS clients with various special needs and complex psychosocial issues in affordable permanent rental housing in residential neighborhoods. Los Angeles County has seen escalating homelessness due to various reasons: lack of affordable housing; poverty; loss of employment; low-paying jobs and labor market changes; changes in public assistance; mental and/or physical disabilities; substance abuse; domestic violence; changes in family structure; release from prison or other life situation.

Case Management (CM) Services under this Contract will operate under the guidance and direction of DHS. DHS is a County of Los Angeles program that is subject to State and County rules and regulations, and federal guidelines and standards.

The Housing Locator (HL) provider, contracted with the County separately, will provide housing locator services to the participants of the AHH program.

CM Services under this Contract will receive referrals and will coordinate services with the HL provider.

Contractor shall provide innovative solutions to address the homeless DHS clients' barriers and facilitate their placement and retention in permanent affordable housing in residential neighborhoods. In working with homeless DHS participants, Contractor shall provide the services outlined in this Statement of Work (SOW) which details the services the Contractor is expected to provide during the term of the Contract.

1.1 CASELOAD CHARACTERISTICS

County shall refer homeless DHS clients' cases to Contractor based on the participants' eligibility. This caseload is composed of homeless DHS clients of various cultures who speak different languages, are employed/unemployed, and may have varying work history/skills, and/or have other specialized needs (e.g., domestic violence, substance abuse and mental health barriers). For AHH, English and Spanish language capacity is required.

The projected flow of homeless DHS client referrals within the AHH Pilot Project can be found in Technical Exhibit 8. The AHH Flowchart for referral of homeless DHS clients provides information on the referral and service processes for homeless DHS clients referred for both Case Management and Housing Locator Services.

In assisting this population of homeless participants to reach successful permanent placement in affordable permanent rental housing, Contractor is to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of stable, affordable housing
- Bad credit, no credit
- Eviction histories
- Low income
- Domestic violence, mental health, and/or substance abuse
- History of Incarceration
- Criminal background/history

1.2 CASELOAD PROJECTIONS

It is anticipated that a maximum of one hundred-fifty (150) total homeless DHS clients will be referred for Case Management Services. Although

only one hundred (100) Section 8 vouchers will be available, it is projected that there will be participant attrition and that up to a third may not complete the project within the first year of housing placement.

Contractor will immediately inform the County if they determine that the referred individual or family is not abiding by the established AHH guidelines (which will be provided to Contractor prior to final execution of Agreement) and thus can no longer continue as an AHH participant or be served by Contractor. Contractor will also provide detailed information that determined participant was not abiding by the established AHH guidelines. DHS Homeless Program staff will review and make the final approval of such determination.

Upon notification of client ineligibility by AHH staff, the Housing Authority will cancel the Section 8 voucher. If DHS Homeless Program staff concurs with the Contractor's determination that the individual or family cannot be served by Contractor, DHS Homeless Program staff shall refer a replacement individual or family. If DHS Homeless Program staff determines that the Contractor's decision of not accepting an individual or family is not reasonable, Contractor shall accept and work with the subject individual or family in the program.

Any disputes on the decision of accepting an individual or family to the program shall be submitted to the Director of DHS or his/her designee for resolution. The decision of the Director or his/her designee is final.

1.3 SCOPE OF WORK

Contractor shall meet the expectations as detailed in general in this Attachment A, Statement of Work. Contractor shall meet the specific needs of Service Planning Areas 1 through 8 (see Technical Exhibit 3).

Contractor shall provide an environment that is businesslike, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming and assisting the homeless DHS clients in linking to needed supportive services.

Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of AHH services must be available and offered to homeless DHS clients in English and Spanish, with prior approval by the County.

Contractor shall provide the above mentioned services and has the following case management responsibilities:

- 1.3.1 Employ up to six (6) full-time case managers, a part-time clinical supervisor, and a part-time program coordinator (AHH Contractor Staff).
- 1.3.2 Maintain maximum active caseloads that do not exceed 20 DHS clients per case manager at any time. Case manager caseloads will vary depending on the number of participants referred by DHS into the AHH program and also depending on attrition.
- 1.3.3 Enroll into the AHH program DHS patients determined to be eligible by DHS AHH Staff.
- 1.3.4 Conduct a comprehensive psychosocial assessment of the homeless DHS clients for support service needs within two (2) working days, or 48 hours from date of DHS referral.
- 1.3.5 Within 2 weeks of enrollment into the program, develop an Individualized Service Plan (ISP) with each enrolled DHS client that addresses the needs identified in the comprehensive assessment. The case manager will regularly monitor and follow-up on the established goals of the ISP to evaluate client's progress. The case manager will update ISP plans every 30 days (at a minimum).
- 1.3.6 Assist each AHH participant in completing permanent housing application(s) and provide all necessary paperwork to submit a completed application.
- 1.3.7 Assist homeless DHS clients with social service needs that are culturally competent.
- 1.3.8 Make referrals to the Housing Locator Contractor for homeless DHS clients who are not currently receiving housing locator services from another entity funded by the County of Los Angeles.
- 1.3.9 Conduct a face-to-face meeting with each DHS client *at a minimum* of one-time per week for the first three months, one-time per every two-week period for months three through six, and one-time per month for months six through twelve.
- 1.3.10 Regularly monitor and follow up with each AHH participant to ensure that each client is linked to primary healthcare, mental health care, substance use treatment and other necessary supportive services.

- 1.3.11 Assist AHH participants in establishing SSI/SSDI benefits or employment opportunities.
- 1.3.12 Ensure that AHH participants secure and maintain a regular primary health care provider in order to reduce reliance on DHS emergency room and inpatient services.
- 1.3.13 Ensure that clients access and receive services in a timely and coordinated manner by ongoing and regular case manager intervention.
- 1.3.14 Provide AHH participant with temporary housing while the housing application is being processed and until permanent housing placement is secured.
- 1.3.15 Provide first and last month's rent to the landlord of the secured permanent housing unit.
- 1.3.16 Ensure that a licensed mental health professional provides regular individual and/or group clinical supervision for case managers and other Contractor program staff involved in the AHH Pilot Project.
- 1.3.17 Ensure that newly hired AHH Contractor staff receive program orientation and that the clinical supervisor, program coordinator or other applicable trainers provide ongoing staff training for AHH Contractor Staff.
- 1.3.18 Coordinate all AHH services related to case management, temporary housing, first and last month's rent and coordination of AHH Housing Locator services.
- 1.3.19 Prior to terminating AHH services, ensure that each AHH participant is transitioned into needed supportive services.

1.4 CONTRACTOR DUTIES

In addition to the above mentioned responsibilities, Contractor will need to provide the following:

- 1.4.1 Meet the individual or family at DHS facility prior to discharge.
- 1.4.2 Obtain a signed DHS Homeless Consent and Release Agreement form (Attachment H) from the participant if one was

not already faxed, allowing Contractor to discuss homeless DHS clients' pertinent, confidential information with County and City Housing Authorities and potential referral agencies.

- 1.4.3 Transport and accompany homeless DHS clients to potential service agencies when clients are unable to do so for themselves. Assist homeless DHS clients to complete Section 8 Choice Voucher Program applications.
- 1.4.4 Assist homeless DHS clients to complete the County of Los Angeles' public housing applications.
- 1.4.5 Complete the "Referral to AHH - Housing Locator Services" form (Technical Exhibit 5) and fax to the HL Contractor. The Referral to AHH – Housing Locator Services form is for use by the HL and Case Management contractors only, since some information contained in the form may be confidential.
- 1.4.6 Notify homeless DHS clients, that upon discharge from the hospital, they will be provided with temporary housing which will be arranged by the case manager until approval of housing application.
- 1.4.7 Maintain ongoing communication with DHS and Housing Locator contractor for review of AHH participant's progress.
- 1.4.8 Meet on a weekly basis with Housing Locator contractor staff to discuss progress/barriers/resolutions for homeless DHS clients in obtaining permanent rental housing and issues or progress with service delivery.
- 1.4.9 Meet on a monthly basis with AHH DHS staff and Housing Locator contractor staff to evaluate the program progress and make changes and recommendations to procedures, as necessary.
- 1.4.10 Assist homeless DHS clients to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6).
- 1.4.11 Ensure that all Contractor created forms be reviewed and approved by DHS prior to providing to DHS client or referral agency(ies).

1.5 CONTRACTOR MANAGEMENT SERVICES

In addition to the required responsibilities and duties delineated above, the

Contractor is required to perform the following management responsibilities for the duration of the Contract period:

- 1.5.1 Planning, coordinating, implementing and monitoring of these service deliverables.
- 1.5.2 Ensuring there are sufficient professional, experienced, and competent bilingual staff to administer the Case Management Services for homeless DHS clients in Spanish.
- 1.5.3 Ensuring key management staff oversees the delivery of services and when there is a vacancy, ensures that a replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of direct services are present and when there is a vacancy, replacements are made within thirty (30) days.
- 1.5.4 Ensuring staffing plan is in place to guarantee uninterrupted delivery of services during a staff reduction situation.
- 1.5.5 Ensuring that all required posters and materials are posted in Contractor's sites as directed by DHS, and are accessible to all homeless individuals, households and AHH Program staff.
- 1.5.6 Ensuring that Contractor meets with DHS on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either DHS or Contractor may request such a meeting.

1.6 ADDITIONAL CONTRACTOR RESPONSIBILITIES

Contractor shall:

- Provide supervisory, administrative and direct services to Contractor personnel to accomplish the services required under this Contract.
- Ensure the Contractor personnel performing services herein are considered employees of the Contractor at all times.
- At the sole discretion of DHS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of DHS. DHS will confirm any oral requests in writing.
- Provide each employee with an identification badge that includes

the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing case management services or when conducting interviews with an individual or household or providing other related services.

- Ensure Contractor staff providing direct services are:
 - a) Required to maintain a neat, businesslike appearance and behave in a professional manner;
 - b) Able to handle sensitive materials and perform confidential duties;
 - c) Able to multi-task;
 - d) Able to work both independently or within a team;
 - e) Able to communicate effectively using good judgment and diplomacy; and
 - f) Able to fluently read, write, speak, and understand English.

1.7 PERFORMANCE OUTCOME MEASURES

The Contract includes three (3) Performance Outcome Measures that will measure the Contractor's performance related to the Case Management Services for AHH participants. These measures will measure the Contractor's ability to enroll 115 DHS clients, provide intensive case management aimed at maintaining permanent housing, and linkage to supportive services. Should there be a change in federal, State and/or County policies/regulations or the County determines the need for change, the County may amend these Outcome Measures via a Contract amendment, as detailed in Contract Section 9.1, Alteration of Terms.

These measures are as follows:

- Assist in establishing SSI/SSDI benefits or employment training and/or opportunities for **sixty percent (60%)** of the permanently housed AHH participants.
- Demonstrate a reduction in AHH participants' emergency room visit usage and inpatient admissions and associated lengths of stay by providing a two (2) year pre and post record review of service utilization.

- Retain **sixty percent (60%)** of the AHH participants in affordable permanent housing for one (1) full year.

1.8 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The proposed Contract will include PRS that will measure the Contractor's performance related to the homeless program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding Acceptable Quality Level (AQL). The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in Contract Section 9.1, Alteration of Terms.

2.0 COUNTY PERSONNEL

2.1 DHS AHH PROJECT COORDINATOR

DHS will designate an AHH Project Coordinator (AHHPC) who will:

2.1.1 Oversee all AHH Pilot Project functions.

2.1.2 Manage referrals of all homeless DHS clients interested in participating in AHH and establish eligibility. Complete all necessary documentation for AHH participation.

2.1.3 Prepare "Referral to AHH" form for use by Case Management and Housing Locator agencies (Technical Exhibit 5). In addition, the homeless DHS clients must sign the "DHS Homeless Consent and Release Agreement" form (Attachment H). Fax both forms to the CM agency for the initial intake and screening process.

2.1.4 Oversee all aspects of the overall AHH evaluation process.

2.1.5 Manage the Scope of Work and programmatic elements of the AHH Contracts.

2.2 QUALITY ASSURANCE EVALUATOR (QAE)

DHS will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in Technical Exhibit 1, PRS, or any other procedures that may

be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter if a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

2.3 CONTRACT MONITOR(S)

DHS shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and PRS.

3.0 CONTRACTOR PERSONNEL

Contractor shall ensure that Contractor staff who work directly with homeless DHS clients is provided training prior to performing services under this Contract. The training shall include, but not be limited to:

- Civil Rights and cultural awareness training;
- Housing Authorities (County of Los Angeles and City of Los Angeles) Section 8 and Public Housing (County of Los Angeles) applications training;
- Child and elder abuse and welfare fraud awareness and reporting training;
- Sexual harassment identifying and reporting training;
- Housing Rights/Renter/Landlord Rights; and
- Learning Disabilities Program training.

3.1 CONTRACTOR STAFF:

3.1.1 CASE MANAGEMENT PROGRAM COORDINATOR (CMPC)

Contractor shall provide the CMPC, who shall be responsible for the overall day-to-day activities, management and coordination of the Contract and liaison activities with County. The CMPC and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter if a change of CMPC or alternate is made.

Contractor shall provide qualified CMPC who will provide the following:

- Administrative supervision and management oversight of the AHH project;
- Preparation and submission of monthly reports, invoices and other required documentation;
- Oversight of all AHH study/research requirements;
- Conduct regular meetings with the DHS and Housing Locator AHH staff;
- Ensure case management duties are being performed fully and effectively; and
- Ensure contract compliance.

3.1.2 CASE MANAGERS

Contractor shall provide qualified case managers who will:

- Conduct a comprehensive psychosocial assessment and develop an ISP to address all of the supportive services needs of the AHH participants;
- Coordinate service delivery with Housing Locator Contractor to link the AHH participants to services near potential permanent housing locations;
- Provide the AHH participants with the following:
 - a) Transportation to supportive service providers;
 - b) Assistance in establishing SSI/SSDI and Medi-Cal eligibility;
 - c) Assistance in completing applications for low-income

housing (Section 8 and public housing); and

- d) Information, resources, tools and skills to enable them to overcome health barriers, and enhance their chances of maintaining social services in the community in which they live.
- Create a case file for each AHH participant. All case files shall contain, but are not limited to, the following:
 - a) Case Management comprehensive assessment and ISP;
 - b) Individuals' or households' DHS Homeless Consent and Release Agreement form (Attachment H);
 - c) DHS and HL referral forms, Consent to Release Information and any other applicable documentation or forms;
 - d) AHH application, rental application, Section 8 or public housing application; and
 - e) Documentation highlighting all contacts made with or on behalf of the AHH participant.

3.1.3 CLINICAL SUPERVISOR

Contractor shall provide qualified clinical supervisor who will provide the following:

- Clinical supervision and oversight of case management interactions with AHH participants;
- Regular clinical supervision sessions with AHH case management staff;
- Chart review and case conferences on AHH participants; and
- Availability for on-call for emergency situations encountered by AHH case management staff.

3.2 CONTRACTOR STAFF DESIRABLE MINIMUM QUALIFICATIONS

3.2.1 CMPC

- Masters or Bachelors Degree in Human Services;
- At least three (3) years experience working with homeless individuals and families;
- At least three (3) years experience working on issues related to substance abuse and principles of prevention and harm reduction;
- Expertise in homeless, housing, substance use, health care, mental health systems of care;
- Knowledge of County contract compliance, contract requirements, budgets and invoicing processes;
- Ability to document staff work activities and provide administrative supervision and oversight; and
- Ability to plan and organize service activities of staff.

3.2.2 CASE MANAGERS

- Bachelors Degree in Human Services;
- At least two (2) years experience as a case manager or comparable position working with homeless individuals and families;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention and harm reduction;
- Expertise in homeless, housing, substance use, health care, and mental health, systems of care;
- Ability to document work activities; and
- Ability to plan and organize service activities.

3.2.3 CLINICAL SUPERVISOR

- Licensed Clinical Social Worker or Masters of Family

Therapy;

- Significant experience working with homeless individuals and families;
- Significant experience working on issues related to substance use and the principles of prevention and harm reduction; and
- Expertise in homeless, housing, substance use, health care, and mental health systems of care.

4.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan to assure the County a consistently high level of quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by the County, shall be submitted to DHS' AHH Project Coordinator within thirty (30) calendar days from the effective date of this Contract. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to the following:

- 4.1 Method for assuring that professional staff rendering services under this Contract have qualifying experience;
- 4.2 Method for monitoring to ensure that Contract requirements are being met;
- 4.3 Method for monitoring subcontractors, if any, for compliance and quality of services;
- 4.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 4.5 Method for assuring that confidentiality of homeless applicant's information is maintained; and
- 4.6 Method for a participant to submit a grievance for proper review and resolution;
- 4.7 Method for resolving problems and addressing any participant grievances that shall include, but is not limited to, when the problem was first identified and the corrective action taken. The report shall be provided to the County upon request.

5.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation shall include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 9, Terms and Conditions, Sub-paragraph 9.16, County Quality Assurance Plan.

5.1 PERFORMANCE EVALUATION MEETINGS

The AHHPC and the CMPC shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the AHHPC, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The AHHPC shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. Should the CMPC not concur with the action items, he/she shall submit a written statement to the AHHPC within ten (10) business days from the date of receipt of the signed action items.

The CMPC's written statement shall be attached to the AHHPC's minutes and be a part thereof. Failure of the CMPC to provide a written statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DHS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

5.2 CONTRACT DISCREPANCY REPORTS (CDR)

Verbal notification of a Contract discrepancy will be made to the CMPC, or designee, as soon as possible whenever a Contract discrepancy is identified. The CMPC shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The AHHPC will determine whether a formal CDR (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the AHHPC within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the AHHPC within ten (10) business days.

6.0 HOURS OF OPERATION/HOLIDAYS

Contractor shall be required to provide services Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County-recognized holidays. The AHHPC will provide a list of the County's holidays to the Contractor within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

Contractor is allowed to have a maximum of two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under this Contract. To request these days, Contractor shall submit a written request to County, no less than fifteen (15) days in advance of the requested dates. County approval is required for the requested dates. County will not provide Contractor any compensation for time spent in these activities.

7.0 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

7.1 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DHS, which includes but is not limited to the following:

- 7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided the County.
- 7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.

7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.

7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints.

8.0 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision. The Customer Services Program must be approved by County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract Section 9.1, Alteration of Terms.

9.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

9.1 TRAINING

County shall provide training to Contractor staff to include, but not limited to, the following:

- Civil Rights training may be through direct training by County trainers or through a "train-a-trainer" program as agreed upon by County.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

9.2 MATERIALS

County shall supply the following materials:

- All mandated pamphlets and posters;
- Safely Surrender Baby Law fact sheet; and
- List of County-observed holidays.

10.0 CONTRACTOR FURNISHED ITEMS

10.1 FACILITIES

- 10.1.1 Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from DHS Headquarters at 313 N. Figueroa, Los Angeles, CA 90012.
- 10.1.2 Contractor shall provide sufficient work area large enough to accommodate private cubicles for each AHH staff.
- 10.1.3 Contractor shall provide no cost parking space for homeless DHS clients at each Contractor facility.

10.2 EQUIPMENT/SUPPLIES/MATERIALS

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

10.3 TRANSPORTATION

Contractor shall ensure transportation for the individual or family for the initial meeting with landlord and/or to potential rental property. Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from DHS Headquarters at 313 N. Figueroa, Los Angeles, CA 90012.

11.0 MEETINGS

11.1 WEEKLY MEETINGS

Contractor staff and HL shall meet weekly to discuss progress/barriers/resolutions for homeless DHS clients in obtaining affordable permanent rental housing.

11.2 MONTHLY MEETINGS

Designated AHH DHS staff, HL and Contractor staff shall meet monthly to evaluate the program progress and make recommended changes to procedures, as necessary.

12.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Access to these files shall be limited to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

13.0 RECORD KEEPING

13.1 Contractor shall maintain retrievable records relating to each homeless DHS client serviced under this Contract. The records shall be kept in a folder, identifiable by homeless DHS clients' name and case number. These records shall include, but not be limited to, the following:

13.1.1 Referral forms to determine eligibility for AHH Services.

13.1.2 Release of Information forms.

13.1.3 Participation Agreements.

13.1.4 Start date of CM services.

13.1.5 Date permanent housing secured and date AHH participant moved in.

13.1.6 Documentation notating any contacts made with or on behalf of the AHH participants.

13.1.7 When and why the rental agreement was terminated.

13.1.8 Contractor shall maintain all records at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later.

14.0 REPORTING TASKS

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein. A sample Monthly Invoice is provided in Technical Exhibit 4.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by DHS. The MMR shall be submitted to the AHHPC with the Monthly Invoice by the 15th calendar day of each month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.
- Any other ad hoc statistical reports as requested by the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County in a mutually agreeable time period.
- A list of all trainings provided by the Contractor each month, including sign-in sheets.
- A list of all complaints received by the Contractor each month, including the resolution of the complaint.
- Additional information may be required at County discretion.

14.1 AHH MONTHLY PROGRAM REPORTING ELEMENTS

- Number of homeless DHS clients served by Contractor.
- Number of homeless DHS clients that were placed in permanent housing.
- Number of homeless DHS clients that remained in the rental housing units for at least six (6) consecutive months.
- Number of homeless DHS clients that were referred for services but could not be served and reason(s) why.
- Number of homeless DHS clients who were linked to health, mental health, substance abuse treatment or other supportive services.

14.2 CUSTOMER SATISFACTION QUESTIONNAIRE

Contractor shall assist each homeless DHS individual and family to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6) and submit copies to DHS with the MMR and Monthly Invoice utilizing the mailing address and information cited in Technical Exhibit 7.

15.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by County Contract Administrator for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measures in the PRS Chart, Technical Exhibit 1, and described throughout this Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant's confidentiality.

16.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing temporary housing or other supportive service to the homeless if:

- There is NO charge to County;
- Participant's confidentiality rights are protected;
- Services are within allowable time frames; and
- Homeless DHS clients' progress is monitored by Contractor.

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Technical Exhibit I and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of Technical Exhibit I Chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of Technical Exhibit I Chart).

3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a liquidated damages deductions or points (Column 3 of Technical Exhibit I Chart).
4. Indicates the method of monitoring the services (Column 4 of Technical Exhibit I Chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of Technical Exhibit I Chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the Contract standards and AQLs using the Quality Assurance Monitoring Plan. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the Contractor. The Contractor is required to:

1.4.1 Respond to the CDR within ten (10) workdays.

1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

To determine the number of defects that renders a service unsatisfactory a sample may be selected at random as a representation of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

AQL - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance. The **AQL** for each sampling is taken from the PRS.

If any of the unsatisfactory performance indicator points per incident are applied, then County will expect that the service will be properly performed prior to the next scheduled performance review.

If the unsatisfactory performance indicator points total more than 60 points, Contractor shall submit a CDR within ten (10) working days.

If the unsatisfactory performance indicator points "per days late" total more than 150, then Contractor shall submit a CDR within ten (10) working days.

1.6 REMEDY OF DEFECTS

Contractor must, within ten (10) workdays, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES AND DEDUCTIONS

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following nonperformance remedies and deductions:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Contractor shall be assessed an Unsatisfactory Performance Deduction in the amounts of Five Dollars (\$5.00) for each point over and above the maximum allowable of fifty (50) cumulative point per calendar month for all services shown on the PRS chart (Technical Exhibit I chart), all determinations to levy such amounts for damages shall be subject to the approval of the County Contract Administrator.

A maximum of fifty (50) shall be allowed to accumulate per calendar month before a deduction can be made from Contractor's compensation hereunder. For example, if the cumulative point total for all required services for a particular month is forty (40), no assessment for Unsatisfactory Performance Deduction shall be made because forty (40) is within the maximum allowable points per month. However, if the total cumulative points for the month is eighty (80), the assessed Unsatisfactory Performance Deductions would be One Hundred Fifty Dollars (\$150) (i.e., 30 points x \$5.00).

- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 9.40, Termination for Convenience of the County.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section 1.5.5 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0%	User complaint; on-site review	50 points per incident.
SOW Section 4.0 - Quality Control Plan	Contractor provides revisions to QC Plan upon County Contract Administrator (CCA) requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained.	0%	Review of revised plan. Review of records maintained.	50 points per incident. 10 points per day late.
SOW Section 1.3 - Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the Case Management services must be available and offered to homeless DHS clients in English or Spanish. When written materials are not available in the homeless families' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless families' primary language, as approved by DHS.	Review of forms, materials & notices indicates compliance such as notices posted in Contractor facilities.	0%	Notices posted; on-site review of forms & materials	50 points per incident.
SOW Section 1.7 - Performance Outcome Measures	Assisting in establishing SSI/SSDI benefits or employment training and/or opportunities for sixty (60) percent of the permanently housed AHH participants.	Review indicates that SSI/SSDI application or employment training has been initiated on 60% of AHH participants.	0%	SSI/SSDI applications and case review to determine if employment training has been initiated.	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW</u> Section 1.7 - Performance Outcome Measures	Contractor shall maintain 60% of the placed DHS clients to remain in affordable permanent housing for one (1) consecutive year.	Countywide Quarterly Average of Placement Rate under the Case Management Services for AHH Program.	0%	Review of placements and referrals reports. Review of MMR reports	Initiate CDR for corrective action plan.
<u>SOW</u> Section 1.3.4 & 1.3.5 - Comprehensive Assessment & Individualized Service Plan (ISP)	Contractor shall conduct a comprehensive assessment within two (2) working days and an ISP within two (2) weeks of the first face-to-face contact on each referred DHS patient.	Review indicates Contractor provides Comprehensive Assessment and ISP for each DHS client.	80%	Case Reviews Random sample of records. MMR reports.	25 points per incident.
<u>SOW</u> Section 1.4.2 - DHS Homeless Consent and Release Agreement, form - Attachment H	Obtain a signed consent for release of information form from the participant allowing Contractor to discuss DHS clients pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent, only if County has not provided one.	Copy of signed consent for release of information form in contractor files.	0%	Review of records.	50 points per incident.
<u>SOW</u> Section 14.0 - Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0%	Review of reports and invoice.	10 points per each day late.
Section 8.0 Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0%	Random sample.	20 points per incident.

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of County Contract Administrator

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Contract Administrator

Date

COUNTY ACTIONS: _____

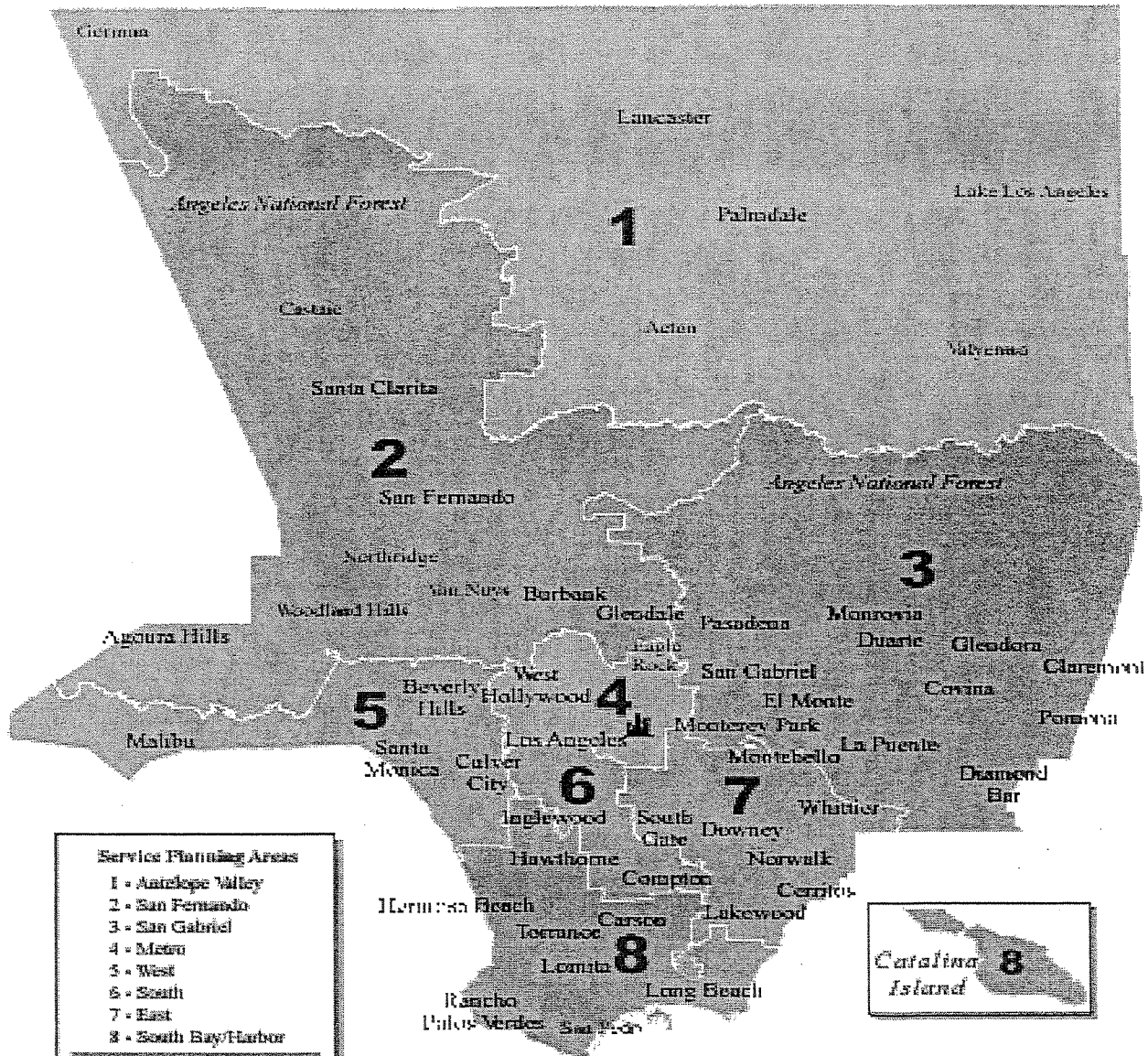
CONTRACTOR NOTIFIED OF ACTION:

County Contract Administrator's Signature and
Date _____

Contract Representative's Signature and Date _____

SERVICE PLANNING AREAS

County of Los Angeles



SAMPLE MONTHLY INVOICE

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES HOMELESS SERVICES UNIT PLANNING AND PROGRAM OVERSIGHT DIVISION

Agency Name: _____	Budget Period: _____
Contract Number: _____	Report Month: _____ (Month/Year)
Case Management Services	

I. SUMMARY SHEET

(A)	(B)	(C)	(D)	(E)	(F)
Budget Category	Contract Costs this Period	Total Contract Costs Prior Periods	Contract Costs Y-T-D [(B)+(C)]	Contract Budget	Remaining Balance [(E)-(D)]
PERSONNEL SERVICES					
1) Total Salaries					
2) Total Employee Benefits and Payroll Taxes					
3) Total PS (Row 1 + Row 2)					
SERVICES AND SUPPLIES					
4) Total Insurance					
5) Total Emergency Housing					
6) Total Equipment					
7) Total Supplies					
8) Total Mileage					
9) Total Client Transportation					
10) Total Services					
11) Total S&S (sum of rows 4-10)					
12) Total Direct Costs (Row 3 + Row 11)					0
13) Total Indirect Costs					
14) Total Costs (Row 12 + Row 13)					
15) Less Revenue Received, If Applicable	0				0
16) Total Net Costs (Row 14 + Row 15)					

17) Reimbursement Requested (Row 16, Column B)

FOR DHS USE ONLY:

Adjustments:		Processed By:
Amount Due:		Date Processed:

SAMPLE MONTHLY INVOICE

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES HOMELESS SERVICES UNIT PLANNING AND PROGRAM OVERSIGHT DIVISION

Agency Name: _____	Budget Period: _____
Contract Number: _____	Report Month: _____ (Month/Year)
Case Management Services	

II. PERSONNEL SERVICES

(A) Budget Category	(B) Contract Costs this Period	(C) Total Contract Costs Prior Periods	(D) Contract Costs Y-T-D [(B)+(C)]	(E) Contract Budget	(F) Remaining Balance [(E)-(D)]
PERSONNEL SERVICES					
FT					
Title/First Initial, Last Name			0		0
Title/First Initial, Last Name			0		0
Title/First Initial, Last Name			0		0
PT					
Title/First Initial, Last Name			0		0
Title/First Initial, Last Name			0		0
1) Total Salaries					
Employee Benefits	0	0	0	0	0
2) Total Employee Benefits					
3) TOTAL PERSONNEL SERVICES			0		0
4) Emergency Housing	# Clients Served	# Nights Housed	Average \$/Night	Total Spent	Remaining Balance

CONFIDENTIAL – For Internal Use Only

TECHNICAL EXHIBIT 5

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

**REFERRAL TO ACCESS TO HOUSING FOR HEALTH (AHH) –
HOUSING LOCATOR SERVICES**

(To be completed by the AHH Case Manager (CM) initiating referral for participant):

To: CASE MANAGER	From:
CM Office:	Dept. of Health Services
Telephone Number:	Date/Time:
Fax number:	Fax Number:

CLIENT INFORMATION AND SERVICE REQUEST

Client Name:	Client Number:	Primary Language:
Payee Name:	Number of persons in the household:	
Telephone or message phone number:	No. Adults: _____ No. Children: _____ Family members with disabilities _____	
CM verified that participant is SSI/GR?CaWORKS eligible: Yes No		

CURRENT FAMILY INFORMATION

Address:

Motel/Hotel Emergency Shelter Staying with friends/relatives Transitional Housing
HHCLA - No mailing address Other: _____

Other needs:

Special Needs Need accessibility Mental health issues Substance use issues

CURRENT HOUSING SITUATION (Please provide as much information as possible to allow HL to contact family.)

Disclaimer note: I understand, that although DHS has contracted with the Case Manager to which I am being referred, the County is in no way a party to the service agreement I may ultimately enter.

Participant Signature: _____ Date: _____

**LOS ANGELES COUNTY DHS HOMELESS CLIENTS
CASE MANAGEMENT SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to your AHH case manager, or simply return it by mail.

<u>AHH Case Manager (CM) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>			

<u>Housing Locator (HL) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>			

<u>AHH Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in locating permanent housing.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet my needs. (Please indicate why in the comments' section below).
Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>			

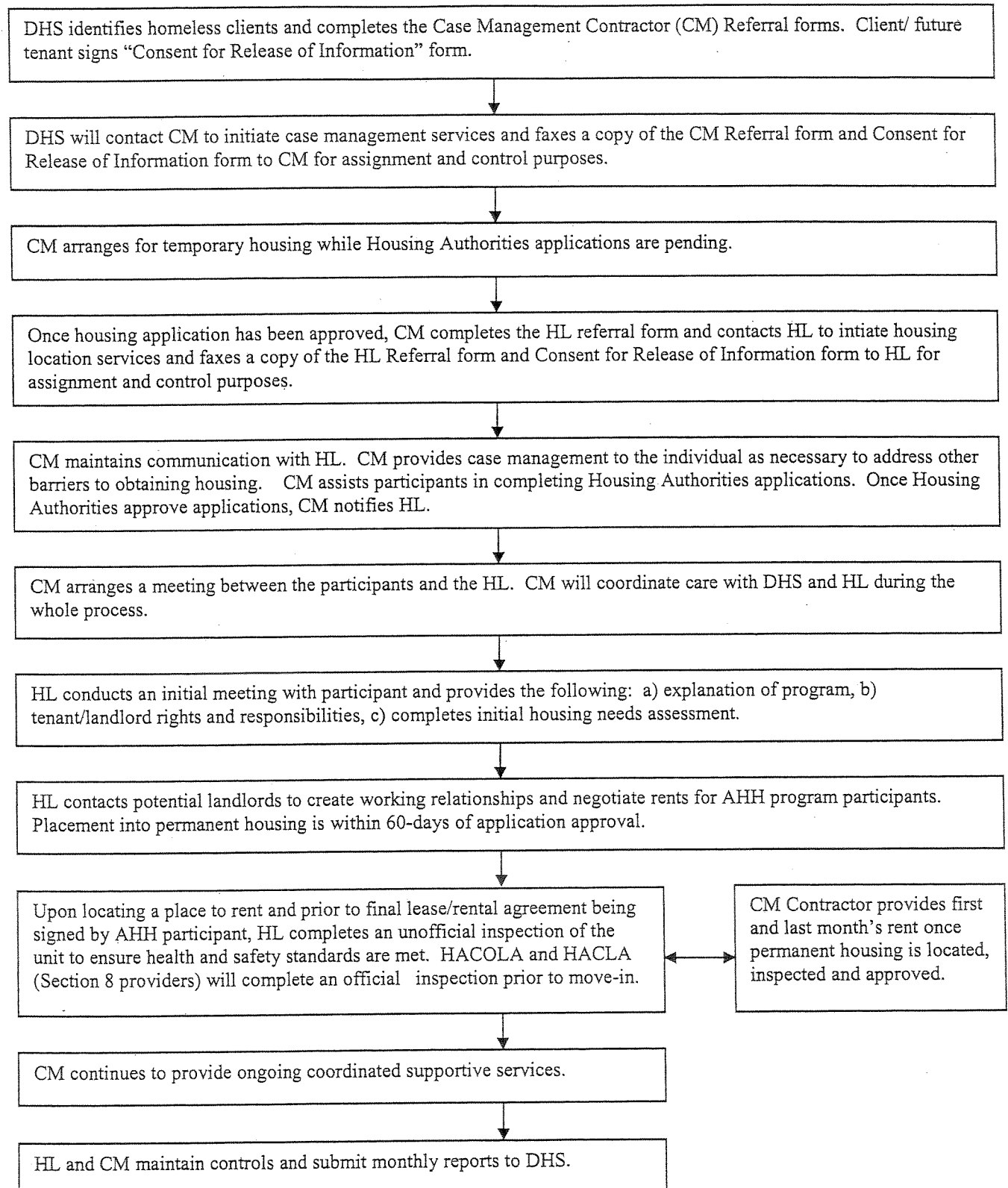
Name (Optional)

Date (Required)

Postage
Stamp
Required

Department of Health Services
Homeless Services Division
313 N. Figueroa, Suite 912
Los Angeles, California 90012
Attn: AHH Program Coordinator

HOUSING LOCATOR AND CASE MANAGEMENT SERVICES FLOW CHART



ATTACHMENT B:
BILLING AND PAYMENT

BILLING AND PAYMENT

CASE MANAGEMENT SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES CLIENTS

1.0 CONTRACT PAYMENT

1.1 COST REIMBURSEMENT

The Contractor will be compensated on a cost-reimbursement basis for performing Case Management Services hereunder, as set forth in the Attachment C, Contract Budget and Employee Benefits, of this Agreement.

2.0 PAYMENT PROCESSING

2.1 Payments for case management services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

2.2 Contractor shall prepare and submit an invoice for Case Management Services provided to homeless DHS clients (Technical Exhibit 4, Sample Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the Access to Housing for Health Project Coordinator (AHHPC) within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment. The monthly invoice shall include the following billable costs:

- 1) Personnel Salaries
- 2) Employee Benefits
- 3) Payroll Taxes
- 4) Insurance
- 5) Emergency Housing and First/Last Month's Rent
- 6) Equipment
- 7) Supplies
- 8) Services
- 9) Client Transportation
- 10) Mileage
- 11) Indirect Costs

2.3 In addition to the above, the invoices shall include back-up documentation to validate the invoice amounts:

- Documentation on each personnel item and associated cost under this contract;
 - Documentation tracking emergency housing costs (number of clients, number of nights, costs per night);
 - Documentation tracking first/last month's rent; and
 - Any other back-up documentation.
- 2.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 2.5 Contractor may request a budget modification in writing to the AHHPC to shift funding between the budgeted line-items to address the ongoing needs of clients in relation to this pilot project.
- 2.6 Contractor shall invoice and the County shall authorize payment for case management services for homeless DHS clients completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Case Management Services for homeless DHS clients" on the invoice.
- 2.7 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 2.8 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

3.0 PRIOR SIX (6) MONTH EXPIRATION NOTICE

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

4.0 SEVENTY-FIVE PERCENT (75%) EXPENDITURE NOTIFICATOIN

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to AHHPC at the address provided herein.

5.0 PAYMENT LIMITATION

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's AHHPC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.0 WITHHOLDING OF PAYMENT

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

ATTACHMENT C:
CONTRACT BUDGET AND EMPLOYEE BENEFITS

CASE MANAGEMENT SERVICES
BUDGET SHEET
- Effective upon Board approval through December 31, 2008 -

DIRECT COST

Payroll		Salary
1	Project Manager	20% FTE^ \$ 12,000.00
1	Social Worker	20% FTE^ \$ 13,000.00
6	Case Managers	FTE* \$ 216,000.00
Total Salaries		\$ 241,000.00
Employee Benefits		
		Cost
8	Group Insurance Staff	\$ 38,100.00
Total Employee Benefits		\$ 38,100.00
Payroll Taxes		
FICA		\$ 18,450.00
Workmans Comp.		\$ 3,600.00
Total Payroll Tax		\$ 22,050.00
Insurance		
General Liability, Error and Ommissions, Other		\$ 10,000.00
Other Direct Costs		
Emergency housing		\$ 450,000.00
Equipment		\$ 13,200.00
Supplies		\$ 15,050.00
Services		\$ 10,000.00
Client Transportation		\$ 27,600.00
Mileage		\$ 6,000.00
Total Misc. Direct Cost		\$ 531,850.00

INDIRECT COST

Facility	\$ 44,800.00
Indirect Overhead	\$ 127,200.00

Total Indirect Cost \$ 172,000.00

Total Direct and Indirect Cost \$ 1,005,000.00

ATTACHMENTS D THROUGH J

REQUIRED FORMS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Non-Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposes, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
---------------	-----	----

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()
---	-------	-------

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-------	-------

 Signature

 Date

 Name and Title (please type or print)

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES (DHS)

DHS HOMELESS CONSENT AND RELEASE AGREEMENT

1. I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Health Services (DHS).
2. I have been told that the County wants to use my information to assist DHS and other agencies to expand and coordinate services, create interagency partnerships, evaluate outreach services, make necessary policy and regulatory changes, and to be more efficient in their service delivery for homeless families.
3. I understand that if I sign this agreement, the County may share this information with other County departments, homeless service providers and contracted housing locators, to better provide services to my family and other homeless families.
4. I voluntarily consent and authorize the County of Los Angeles, its agents and employees to share the information provided to the Homeless Case Manager. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release the County of Los Angeles, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County departments, homeless service providers and housing locators, with whom the County has contracts.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
7. This release remains in effect during the period that I am receiving case management under the DHS Homeless Case Management.

Signature _____ Date _____

Witness Signature _____ Date _____

Print Name _____

Print Name _____

Address _____

Phone Number _____

EARNED INCOME CREDIT: NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 205902

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glória Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, portemor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**CASE MANAGEMENT SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT**

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CASE MANAGEMENT SERVICES AGREEMENT FOR ACCESS TO HOUSING FOR HEALTH PILOT PROJECT

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**CASE MANAGEMENT SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJECT**

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CONTRACT NO. _____

**CASE MANAGEMENT SERVICES AGREEMENT FOR
ACCESS TO HOUSING FOR HEALTH PILOT PROJCT**

This Agreement is entered into this _____ day of _____,
2006,

by and between

County of Los Angeles
(hereafter "County")

and

Homeless Health Care Los Angeles
(hereafter "Contractor").

RECITALS

WHEREAS, the County may contract with private businesses for Case Management Services for Access to Housing for Health (AHH) Pilot Project when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Case Management Services; and

WHEREAS, Contractor is qualified to provide the required Case Management Services to AHH Pilot Project by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Case Management Services to Homeless Families; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS:

Attachments A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task,

deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A – Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B – Billing and Payment
- 1.3 ATTACHMENT C – Contractor Budget and Employee Benefits
- 1.4 ATTACHMENT D – Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.5 ATTACHMENT E – Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F – Contractor Employee Jury Service Contractor Program Certification and Application for Exemption
- 1.7 ATTACHMENT G – Charitable Contributions Certification
- 1.8 ATTACHMENT H – DHS Homeless Consent and Release Agreement
- 1.9 ATTACHMENT I – Earned Income Credit-Notice 1015
- 1.10 ATTACHMENT J – Safely Surrendered Baby

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 9, Terms and Conditions, Sub-paragraph 9.28, Notices, and signed by both parties.

2.0 **DEFINITIONS:**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

BUDGET: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).
- Total Cost to Contract Services - The total cost to Direct and Indirect Costs.

CONTRACT: Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

PERMANENT HOUSING: Long-term housing will become permanent only as a result of participants abiding by all of the guidelines of the AHH Pilot Project. Should the AHH Pilot Project and supportive services end, participants who completed and met the project requirements will be able to maintain their housing.

3.0 TERM:

This Agreement shall be effective upon the date of its approval by County's Board and shall continue, unless sooner terminated or canceled, in full force and effect to and including December 31, 2008.

The Agreement maximum obligation of County for Contractor's performance of this Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the

giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

4.0 TERMINATION OF AGREEMENT:

- 4.1. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.
- 4.2. Subparagraph 4.1 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.
- 4.3. Subparagraphs 4.1 and 4.2 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.
- 4.4. Subparagraphs 4.1, 4.2, and 4.3, hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor.
- 4.5. Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this

Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

5.0 DESCRIPTION OF SERVICES:

Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Attachment A, Statement of Work and Technical Exhibits, attached hereto and incorporated herein by reference.

6.0 MAXIMUM OBLIGATION OF COUNTY:

During the term of this Agreement, the maximum obligation of County for Contractor's performance hereunder shall not exceed One Million, Five Thousand Dollars (\$1,005,000). Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation.

7.0 BILLING AND PAYMENT:

- 7.1 County shall compensate Contractor on a cost reimbursement basis for services provided in the amount of One Million, Five Thousand Dollars (\$1,005,000) for case management services provided to homeless patients discharged from a Department of Health Services facility. Payment to the Contractor will be made in arrears on a monthly basis.
- 7.2 Contractor shall bill County in accordance with Attachment B, Billing and Payment, and Attachment C, Contractor Budget and Employee Benefits, attached hereto and incorporated herein by reference.
- 7.3 Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month.
- 7.4 In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

8.0 ADMINISTRATION OF CONTRACT:

8.1 County Administration

8.1.1 County Contract Administrator (CCA)

The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 9.1, Alteration of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

8.2 Contractor Administration

8.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

8.2.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Manager.

8.2.3 Contractor's Staff Identification

- Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

- Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal from working on the Contract.

8.2.4 Background and Security Investigations

- 8.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 8.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.
- 8.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 8.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.2.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 TERMS AND CONDITIONS:

9.1 ALTERATION OF TERMS

The body of this Agreement, together with the Attachments, Technical Exhibits and Budget, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement.

County reserves the right to initiate Change Notices that do not affect the term, maximum obligation, statement of work, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Director, or his designee.

Except for the above described Change Notices, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

9.2 AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for services provided by the Contractor under the Contract. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.5 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.6 COMPLIANCE WITH APPLICABLE LAW

- 9.6.1 Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.
- 9.6.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

9.7 CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- 9.8.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 9.8.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 9.8.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception" (Attachement F), is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to DHS Homeless Coordinator.
- 9.8.4 Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.11 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who

meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

9.12 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Attachment G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

9.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

9.13.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County will supply the Contractor with the poster to be used.

9.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 9.15.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 9.15.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- 9.15.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 9.15.4 If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 9.15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 9.15.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 9.15.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 9.15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.15.9 These terms shall also apply to subcontractor/subconsultants of Contractor.

9.16 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

9.17 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. Contractor represents that it has

secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

9.19 FAIR LABOR STANDARDS ACT

Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAWS, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

9.21 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

9.21.1 DEFINITIONS

9.21.1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

9.21.1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

9.21.1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media;
(ii) maintained in electronic media.

- 9.21.1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 9.21.1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 9.21.1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 9.21.1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification,

or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

9.21.1.8 "Services" has the same meaning as in the body of this Agreement.

9.21.1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

9.21.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

9.21.2 OBLIGATIONS OF BUSINESS ASSOCIATE

9.21.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose

Protected Health Information for any other purpose.

9.21.2.2 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

9.21.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration

500 West Temple St., Suite 525
Los Angeles, CA 90012

- 9.21.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 9.21.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 9.21.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 9.21.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such

amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 9.21.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 9.21.2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 9.21.2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 9.21.2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.21.3 OBLIGATION OF COVERED ENTITY

- 9.213.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

9.21.4 TERM AND TERMINATION

9.21.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 9.21.2.1 (as modified by Section 9.21.4.2), 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 shall survive the termination or expiration of this Agreement.

9.21.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

9.21.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business

Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9.21.5 MISCELLANEOUS

9.21.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.21.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

9.21.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

9.21.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

9.21.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

9.21.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9.22 INDEMNIFICATION AND INSURANCE

9.22.1 Indemnification:

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9.22.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

9.22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.22.2.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

9.22.2.3 Failure to Maintain Coverage:

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

9.22.2.4 Notification of Incidents, Claims or Suits:

Contractor shall report to County:

- (a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.
- (d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

9.22.2.5 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.22.2.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.22.3 Insurance Coverage Requirements:

9.22.3.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

9.22.3.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.22.3.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

9.22.3.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an

extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.23 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

9.24 LIQUIDATED DAMAGES

9.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

9.24.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

9.24.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

9.24.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) and Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

9.24.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.24.3 The action noted in Sub-section 9.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.24.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 9.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.25 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.25.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.25.2 If Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.25.2.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

9.25.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.25.2.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.26 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9.27 NON-DISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

9.28 NON-DISCRIMINATION IN EMPLOYMENT

- 9.28.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.
- 9.28.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- 9.28.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- 9.28.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual

orientation, in accordance with requirements of Federal and State laws.

9.28.5 Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

9.28.6 If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

9.28.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

9.29 NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

9.29.1 Notices to County shall be addressed as follows:

- (1) Department of Health Services
Homeless Services Unit

313 North Figueroa Street, Room 704
Los Angeles, California 90012
Attention: Homeless Coordinator

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Division Chief

9.29.2 Notices to Contractor shall be addressed as follows:

Homeless Health Care Los Angeles
2330 Beverly Boulevard
Los Angeles, California 90057
Attention: Mark Casanova, Executive Director

9.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED
INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Attachment I, in this contract.

9.31 PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

9.31.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.

9.31.2. Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal

entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 9.31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.32 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 9.31 shall survive the expiration or other termination of this Contract.

- 9.32.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information. County shall not require the Contractor to provide any technical information that is proprietary to it, except as is requested by the County to successfully complete the services under the Contract.
- 9.32.2 County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to

be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

9.33 RECORDS AND AUDITS

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 9.33 Records Retention and Inspection/Audit Settlement, herein below.

9.33.1 Client/Patient Records:

If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Attachments and Exhibits attached hereto.

9.33.2 Financial Records:

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- 9.33.2.1 Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.
- 9.33.2.2 A General Ledger.
- 9.33.2.3 A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- 9.33.2.4 Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.
- 9.33.2.5 Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following

expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

9.33.3 Preservation of Records:

If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

9.33.4 Audit Reports:

In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

9.33.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services

Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

- 9.33.6 Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.
- 9.33.7 Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter

shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

- 9.33.8 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.34 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 9.34.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 9.34 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

- 9.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 9.34.4 Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 9.34.5 Other required documents to be retained include, but not limited to:
- 9.34.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DHS reimbursement check stubs.
 - 9.34.5.2 Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
 - 9.34.5.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.

9.34.5.4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

9.34.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

9.34.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

9.34.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 9.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.35 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

9.36 RESTRICTIONS ON LOBBYING

9.36.1 Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement

also fully comply with all such certification and disclosure requirements.

9.36.2 County Lobbyists:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.37 RULES AND REGULATIONS

During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.38 SUBCONTRACTING

Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of this Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including,

but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

9.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 9.13, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 9.41, Termination For Default of the Contractor.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's L.A.'s *Most Wanted: Delinquent Parents* poster in a prominent position at the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

9.40 TERMINATION FOR CONVENIENCE OF THE COUNTY

9.40.1 Performance of services under this Contract may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

9.40.2 If, during the term of this Contract, the County funds appropriated for the purposes of this Contract are reduced or eliminated, County may immediately terminate this Contract upon written notice to the Contractor.

9.40.3 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

9.40.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

9.40.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

9.40.4 After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.40.5 Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

9.40.6 Upon termination of this Contract, Contractor shall comply with the provisions of Section 9.34, Records Retention and Inspection/Audit Settlement, herein above.

9.40.7 Subject to the provisions of Subsection 9.40.4, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 9.40. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

9.41 TERMINATION FOR DEFAULT OF THE CONTRACTOR

9.41.1 County may, subject to the provisions outlined below, by written

notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- 9.41.1.1 If the Contractor fails to perform the service within the time specified or, with prior the County approval, any extension thereof.
- 9.41.1.2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 9.41.2 In the event the County terminates this Contract in whole or in part as provided in this Section 9.41, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or
- 9.41.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 9.41, it is determined for any reason that the Contractor was not in default under the provisions of this Section 9.41 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 9.41, Termination For Convenience of the County, herein above.
- 9.41.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 9.40 herein above.

9.42 TERMINATION FOR IMPROPER CONSIDERATION

- 9.42.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the

same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

9.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

9.44 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

9.45 WARRANTY AGAINST CONTINGENT FEES

9.45.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.45.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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